



TRANSMISSION CONNECTION AGREEMENT

EirGrid plc.

and

**Amazon Data Services Ireland Limited
For a 240 MVA demand facility
At Cruiserath, Dublin 15**

CONTENTS

1	DEFINITIONS AND INTERPRETATIONS	5
2	CONDITIONS PRECEDENT	5
2.1	Offer Letter	5
2.2	Conditions Precedent to Acceptance	5
2.3	Conditions Precedent to Carrying out the Works	5
2.4	Conditions Precedent to Connection	6
2.5	Conditions Precedent to the implementation of the Commissioning Instructions	6
2.6	Confirmation	7
3	TERM AND TERMINATION	7
3.1	Term	7
3.2	Termination	7
4	AGREEMENT TO CONNECT AND USE	7
4.1	Agreement to Connect and Use	7
4.2	Capacity limit	8
4.3	Company's Obligation to Maintain and Operate the Transmission System	8
4.4	Customer's Obligation to Maintain and Operate the Customer's Equipment and Premises	8
4.5	Continuity of Connection	8
4.6	Power Quality	9
5	AGREEMENT TO PAY CHARGES AND COSTS	9
5.1	Agreement to pay Charges and additional costs	9
5.2	Charges related to Use of System	9
5.3	Charges and costs in accordance with CER Policy	9
5.4	Variation in Consents Costs	9
5.5	Reduction in MEC	10
6	OFFER LETTER	10
6.1	Offer Letter	10
6.2	Influencing Connections prior to Acceptance	10
6.3	Influencing Connections post Acceptance	10
6.4	Failure arising under the Offer Letter	11
7	INSURANCES	12
8	SECURITY	12
9	PROTECTION AND METERING	13
9.1	Protection Relays	13
9.2	Signals	13
9.3	Settings	13
9.4	Amendments to Settings	13
9.5	Auto-reclosing Facilities	14
9.6	Metering	14
9.7	Operational Instrumentation	14
9.8	Use of Metering	15
9.9	Customer's Obligations	15
10	INTERFERENCE WITH EQUIPMENT	15
11	RIGHTS OVER LAND AND ACCESS CONDITIONS	16
11.1	Easements etc	16
11.2	Transmission Station Services	16
11.3	Company Access	16
11.4	Conditions of Access	17
11.5	Customer Access	17
11.6	Customer to grant Consents	17
12	INTERFACE UNDERTAKING	17
	SCHEDULE 1	19

Offer Letter	19
SCHEDULE 2	20
Site Specific Details	20
SCHEDULE 3	22
Key Parameters	22
SCHEDULE 4	23
This schedule is left intentionally blank.....	23
SCHEDULE 5	24
Addresses	24
SCHEDULE 6	25
Insurance.....	25
SCHEDULE 7A	26
Connection Charge Bond to be provided by a Bank or Financial Institution.....	26
Appendix to Schedule 7A - Form Of Demand	30
SCHEDULE 7B	31
MEC Bond to be provided by a Bank or Financial Institution.....	31
Appendix to Schedule 7B – Form of Demand	35
SCHEDULE 7C	36
MIC Bond to be provided by a Bank or Financial Institution.....	36
Appendix to Schedule 7C – Form of Demand	40
SCHEDULE 8	41
Customer Application Form	41
SCHEDULE 9	42
This schedule is left intentionally blank.....	42
SCHEDULE 10	43
Construction, Commissioning and Connection.....	43
SCHEDULE 11	44
Interface Undertaking	44
SCHEDULE 12	48
Transfer of Ownership	48
SCHEDULE 13	71
Interface Undertaking	71



THIS AGREEMENT is made the 14-Feb-25 | 2:00 PM GMT

BETWEEN:

- (1) **EirGrid plc**, a statutory corporation registered at The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4, Republic of Ireland (hereinafter called the “Company”); and
- (2) **Amazon Data Services Ireland Limited**, with registered address at One Burlington Plaza, Burlington Road, Dublin 4, Republic of Ireland, and company registration number 390566 (hereinafter called the “Customer”)

and each of the parties hereto being a “Party” and the term “Parties” shall be construed accordingly.

WHEREAS:

- (A) The Customer has applied to the Company for connection of the Facility to the Transmission System and use of the Transmission System to transport electricity to and/or from the Facility through the Transmission System.
- (B) The Company has agreed to the connection of the Facility to the Transmission System at the Connection Point and to the Customer using the Transmission System to transport electricity to and/or from the Facility through the Transmission System.
- (C) The Parties make this Transmission Connection Agreement hereinafter referred to as the “Connection Agreement” to record the terms and conditions upon which (amongst other matters) the Parties will carry out their respective Connection Works, the Customer will pay the Charges and Security to the Company and Energisation will be achieved.
- (D) The Parties agree that the terms set out in the General Conditions as amended by the Company and approved by the CER from time to time are incorporated into this Connection Agreement and the interpretation rules set out in the General Conditions and shall be the rules of construction of this Connection Agreement.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

- 1.1 The Parties agree that the latest version of the General Conditions of Connection [and Use of System] as amended from time to time are incorporated into this Connection Agreement hereinafter referred to as the “General Conditions”.
- 1.2 The Parties agree that the Offer Letter is incorporated into this Connection Agreement.
- 1.3 In the event of inconsistency between the provisions of this Connection Agreement and industry codes or inconsistencies within the Connection Agreement itself the following order of precedence shall prevail:
 - a) The Grid Code;
 - b) The Offer Letter;
 - c) This Connection Agreement including the General Conditions but excluding the Offer Letter,
 - d) The Trading and Settlement Code and the Metering Code.
- 1.4 In this Connection Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions unless expressly provided to the contrary elsewhere, as appropriate, and for the avoidance of doubt shall be interpreted in accordance with Clause 2 of the General Conditions.

2 CONDITIONS PRECEDENT

2.1 Offer Letter

Any Conditions Precedent expressly provided for in the Offer Letter shall be a Condition Precedent to this Connection Agreement.

2.2 Conditions Precedent to Acceptance

This Connection Agreement is conditional upon the following being fulfilled in a form satisfactory to the Company on or before the date of execution of the Connection Agreement:-

- 2.2.1 any Charges, or other monies, payable by the Customer on execution of the Connection Agreement have been paid; and
- 2.2.2 the Security requirements required to be provided by the Customer on execution of the Connection Agreement, more particularly set out in the Offer Letter, have been provided.

The Parties acknowledge that these Conditions Precedent have been inserted for the benefit of the Company.

2.3 Conditions Precedent to Carrying out the Works

Notwithstanding anything in the Connection Agreement to the contrary, and without limiting any other obligations of the Customer, the provisions of the Connection

Agreement which refer to the carrying out of the Works are (unless the Customer and the Company otherwise agree) in all respects conditional on and subject to the Company being satisfied that:-

- 2.3.1 the Consents Issue Date has occurred;
- 2.3.2 the Customer has fulfilled its obligations under Clause 7 of the Connection Agreement in a form satisfactory to the Company; and
- 2.3.3 the Customer has complied with any other obligations which are required to be satisfied prior to the carrying out of the Works, as set out in the Offer Letter.

The Parties agree that the Condition Precedent detailed in Clause 2.3.1 above is waived insofar as is necessary to enable the Customer to exercise its rights under Clause 20.9 of the General Conditions.

The Parties acknowledge that this Condition Precedent has been inserted for the benefit of the Company.

2.4 Conditions Precedent to Connection

Notwithstanding anything in the Connection Agreement to the contrary and without limiting any other obligations of the Customer the Customer shall not have the right under the Connection Agreement to proceed with the Connection of the Facility until the Company is satisfied that the Customer has:-

- 2.4.1 paid any outstanding Charges or other monies due to the Company;
- 2.4.2 fulfilled its obligations under Clause 7 of the Connection Agreement in a form satisfactory to the Company;
- 2.4.3 fulfilled its obligations under Clause 8 of the Connection Agreement in a form satisfactory to the Company;
- 2.4.4 a current and enforceable agreement in place with a licensed supplier for the supply of electricity to the Facility; and
- 2.4.5 complied with any other obligations which are required to be satisfied prior to Connection, as set out in the Offer Letter.

The Parties acknowledge that these Conditions Precedent have been inserted for the benefit of the Company.

2.5 Conditions Precedent to the implementation of the Commissioning Instructions

Notwithstanding anything in the Connection Agreement to the contrary, and without limiting any other obligations of the Customer, the Customer shall not have the right under the Connection Agreement to require the Commissioning Instructions to be implemented until the Company is satisfied (acting reasonably) that:

- 2.5.1 the Connection Works have been completed;
- 2.5.2 the Customer has complied with any obligations which are required to be satisfied prior to implementation of the Commissioning Instructions as set out in the Offer Letter;
- 2.5.3 the Customer has complied with its obligations under the Grid Code which must be met prior to implementation of the Commissioning Instructions; and

- 2.5.4 the conditions specified in respect of implementation of Commissioning Instructions as set out in Schedule 10 of the Connection Agreement have been met.

The Parties acknowledge that these Conditions Precedent have been inserted for the benefit of the Company.

2.6 Confirmation

When the Conditions Precedent specified in this Clause 2 have been either met or waived (by the Party for whose benefit they have been inserted), the Party for whose benefit they have been inserted shall immediately notify the other Party in writing that they have been so satisfied.

3 TERM AND TERMINATION

The term and termination provisions as set out in the General Conditions in respect of Connection Agreements shall apply to this Connection Agreement in addition to the provisions of this Clause 3.

3.1 Term

The Term shall be as set out in Clause 20.1 of the General Conditions.

3.2 Termination

If:

- 3.2.1 the confirmation under Clause 2.6 has not been notified by the CID Longstop Date; or
- 3.2.2 the confirmation under Clause 2.6 has not been notified by the Scheduled Operational Date Longstop Date;

then the Connection Agreement will be terminated by written notice to the Customer by the Company unless both Parties agree to do otherwise.

The Company shall not issue a termination notice pursuant to this Clause 3.2 if CID or the Operational Date has not been achieved as a result of an obligation or obligations of the Company not having been performed unless exceptional circumstances exist including, without limitation, significant technical reasons.

In the event that the Connection Agreement is terminated in accordance with the terms of this Clause, then the Customer shall immediately pay to the Company the amounts calculated in accordance with the General Conditions. Without prejudice to the foregoing provision, the Party terminating the Connection Agreement shall have no liability to the other Party arising from such termination.

4 AGREEMENT TO CONNECT AND USE

4.1 Agreement to Connect and Use

The Company agrees to:

- (a) the Facility being connected to the Transmission System at the Connection Point; and

- (b) the Company's Connection Equipment and the Customer's Equipment remaining Energised; and
- (c) the Customer transporting electricity to and/or from the Facility through the Transmission System

from the Connection Date for the duration of the Term on the terms and conditions set out in this Connection Agreement subject to transmission constraints from time to time.

4.2 Capacity limit

- 4.2.1 The Customer shall not take electricity through the Connection Point exceeding the Maximum Import Capacity or transmit electricity through the Connection Point exceeding the Maximum Export Capacity without the consent of the Company.
- 4.2.2 If the Maximum Import Capacity or the Maximum Export Capacity is exceeded without consent, the Company may give notice to the Customer setting out details and requesting the Customer to remedy the situation within twenty (20) Business Days of receipt of the notice, failing which the Company reserves the right to De-Energise and shall not re-Energise until such time as the Customer satisfies the Company that the Maximum Import Capacity or the Maximum Export Capacity (as applicable) will not be exceeded when the connection is renewed or arrangements have been made for an alteration or modification of the Connection Agreement.

4.3 Company's Obligation to Maintain and Operate the Transmission System

The Company shall maintain and operate the Transmission System in accordance with the Grid Code and otherwise to a standard equal to Prudent Electricity Utility Practice.

4.4 Customer's Obligation to Maintain and Operate the Customer's Equipment and Premises

The Customer shall maintain and operate the Customer's Equipment and Premises in accordance with the Grid Code and otherwise to a standard equal to Prudent Electricity Utility Practice.

4.5 Continuity of Connection

- 4.5.1 No liability for loss of continuity
The Company shall, subject to the requirements of Prudent Electricity Utility Practice, maintain a continuous connection of electrical energy and if by reason of any cause whatsoever the Company shall fail to do so the Company shall restore the connection with all reasonable speed but the Company shall not be under any liability whatsoever for loss or damage arising from such failure to maintain a continuous connection.
- 4.5.2 Failure of continuity
If there is a failure in the continuity of connection, the Company shall endeavour as soon as practicable to notify the Customer of the reason for the breakdown and of the estimated time for restoration of the connection

and shall endeavour to keep the Customer informed about the progress of the work of restoring the connection but the Company shall not be liable if due to circumstances beyond its reasonable control it is unable to do so.

4.6 Power Quality

If requested by the Customer the Company will work together with the Customer through the power quality liaison group and will provide information on power quality matters to the Customer from time to time. The Company and the Customer shall each treat any and all information and data disclosed to it in connection with this power quality liaison group as confidential.

5 AGREEMENT TO PAY CHARGES AND COSTS

5.1 Agreement to pay Charges and additional costs

The Customer agrees to pay the Charges and additional costs arising in accordance with the terms and subject to the conditions set out in this Clause 5 and more specifically in the Offer Letter and the General Conditions thereto.

5.2 Charges related to Use of System

The applicability of Use of System Charges shall be in accordance with the General Conditions and shall be as set out in the Offer Letter.

5.3 Charges and costs in accordance with CER Policy

The Customer acknowledges that the Company has quoted Charges and costs in respect of the Connection Works in accordance with its policies as have, to the extent required, been approved by the CER and based on the Assumptions set out in the Offer Letter.

5.4 Variation in Consents Costs

Any costs and/or expenses reasonably incurred by the Company and not provided for in the Connection Charge:

- 5.4.1 in obtaining and endeavouring to obtain the Company's Consents;
- 5.4.2 in meeting any conditions attached to Consents obtained for the Company or for the Customer;
- 5.4.3 changes in the Connection Charge arising from a failure to achieve the Consents Issue Date by the Scheduled Consents Issue Date; or
- 5.4.4 a change otherwise arising under the Offer Letter.

shall (for the avoidance of doubt) be to the account of the Customer (in addition to the Connection Charge) who shall, on receipt of the Company's invoice in respect of such costs and/or expenses, pay to the Company the amount of the invoice in accordance with the payment provisions contained in the General Conditions (and, for the avoidance of doubt, regardless of whether the Connection Works are or can be completed and/or whether Energisation has occurred or can occur). The Company (acting in accordance with Prudent Electricity Utility Practice) shall incur only such costs and/or expenses as are reasonably necessary in the circumstances.

5.5 Reduction in MEC

At any given time prior the commencement of the construction of the Connection Works, the Customer has the right to reduce the MEC applicable to this Connection Agreement by issuing a written notice to that effect to the Company and subject to paying the Company an amount of €10,000 per each MW of reduced MEC.

For the avoidance of doubt, a reduction in MEC may also be requested after the commencement of construction of the Connection Works. This will lead to a draw down of the MEC Bond in accordance with the process outlined in Clause 24.3 of the Connection Agreement General Conditions as appropriate.

6 OFFER LETTER

6.1 Offer Letter

The Customer agrees that the Offer Letter forms part of this Connection Agreement.

6.2 Influencing Connections prior to Acceptance

If at any time prior to the acceptance of the Offer Letter by the Customer, one or more Influencing Connections occur or there is a failure in the Assumptions, the Company shall, as soon as reasonably practicable prior to the acceptance of the Offer Letter by the Customer:-

- 6.2.1 inform the Customer in writing that there are Influencing Connections or that a failure in the Assumptions has occurred; and
- 6.2.2 issue an amended Offer Letter as soon as reasonably practicable, taking into account any changes that have arisen; or
- 6.2.3 make the amended Offer Letter conditional upon the Influencing Connections and the revised Assumptions.

6.3 Influencing Connections post Acceptance

- 6.3.1 The Company and the Customer will proceed as soon as reasonably practicable with their respective construction works programmes and respective applications for Consents following execution of the Connection Agreement. The Parties agree that amended Offer Letters may, from time to time, need to be developed and issued by the Company to deal with any changes which may arise from a failure of the Assumptions or arising from the Charges (including Pass Through Charges) and Security or a policy change by the CER. These changes may result in additional charges which will be payable by the Customer and may require changes to programmes in accordance with the terms of this Connection Agreement.
- 6.3.2 Where one or more Influencing Connections occurs, or there is a failure in the Assumptions, the Company shall be entitled to have a period of two (2) Business Days following the day on which the Influencing Connection occurs or the failure of the Assumption occurs in which to issue notification of the occurrence to the Customer. Any acceptance of an Offer Letter submitted to the Company during this two (2) Business Days period shall be invalid and the provisions of Clause 6.2 shall apply.

6.4 Failure arising under the Offer Letter

If at any time the Company reasonably determines that:

- 6.4.1 any Assumption has not been, or is unlikely to be, met (for whatever reason);
- 6.4.2 any Consent required is not obtainable;
- 6.4.3 changes in the Connection Charge have arisen from a failure to achieve Consents by the Scheduled Consents Issue Date; or
- 6.4.4 a change has otherwise arisen under the Offer Letter;

then without prejudice to the rights under Clause 5.4 of the Connection Agreement:-

- 6.4.5 the Parties shall meet within ten (10) Business Days to discuss alternative options available and the costs and expenses thereof; and

- 6.4.6 save where the provisions of Clause 5.4 of the Connection Agreement apply, the Company shall (having given consideration to the discussions referred to in Clause 6.4.5) prepare and submit to the Customer a revised Offer Letter containing an alternative proposal which is not, in the opinion of the Company (acting reasonably), likely to have adverse long term technical implications, whereby the Company will incur difficulties in operating the Transmission System and in performing its function in relation thereto, such revised Offer Letter to include the Company's assessment of revised:

- 6.4.6.1 Charges;
- 6.4.6.2 Security;
- 6.4.6.3 Connection Works Completion Period; and
- 6.4.6.4 Commissioning Tests Completion Period;

which would apply to the alternative proposal.

- 6.4.7 Except as provided for under Clause 6.4.8, if the Customer notifies the Company within ten (10) Business Days of receiving the Company's proposal that it is agreeable to the proposal, then the Offer Letter shall be deemed to be replaced with the revised Offer Letter, the details in Schedule 2 shall (to the extent necessary) be deemed to be amended in accordance with that revised Offer Letter and the provisions of this Clause 6 shall apply *mutatis mutandis* to such alternative proposal. If the Customer notifies the Company within ten (10) Business Days of receiving the Company's proposal, that it is dissatisfied with the proposal then the Parties shall meet and endeavour to resolve the matter within a further ten (10) Business Days of the Customer notification of dissatisfaction so that a further Offer Letter may be revised and issued. Where the Company and the Customer fail to agree a proposal within the said period, the Company acting reasonably, shall issue a revised Offer Letter, being in its opinion the best available alternative proposal for the Customer, taking due account of the circumstances encountered. The Customer shall have a further ten (10) Business Days from receipt of the proposal to accept this final proposal. This time period may be extended by mutual agreement of the Company and the Customer. Where the Customer does not notify the Company in writing that it is satisfied to accept the final proposal without qualification

within the allotted period, the Offer Letter shall be deemed to have lapsed, and the Company reserves the right to drawdown the MEC Bond and/or MIC Bond as applicable and to terminate the Connection Agreement. In the event of a dispute as to whether the Company has acted reasonably in preparing alternative proposals the matter shall be determined by the Independent Engineer in accordance with the Dispute Resolution Procedure of the General Conditions.

- 6.4.8 Where the failure of an Operational Consent has occurred, if the Customer notifies the Company within ten (10) Business Days of receiving the Company's proposal that it is agreeable to the proposal, then the Offer Letter shall be deemed to be replaced with the revised Offer Letter, the details in Schedule 2 shall (to the extent necessary) be deemed to be amended in accordance with that revised Offer Letter and the provisions of this Clause 6 shall apply *mutatis mutandis* to such alternative proposal. If the Customer notifies the Company within ten (10) Business Days of receiving the Company's proposal, that it is dissatisfied with the proposal then the Parties shall meet and endeavour to resolve the matter within a further ten (10) Business Days of the Customer notification of dissatisfaction so that a further Offer Letter may be revised and issued. Where the Company and the Customer fail to agree a proposal within the said period, the Company acting reasonably, shall issue a revised Offer Letter, being in its opinion the best available alternative proposal for the Customer, taking due account of the circumstances encountered. The Customer shall have a further ten (10) Business Days from receipt of the proposal to accept this final proposal without qualification. This time period may be extended by mutual agreement of the Company and the Customer. Where the Customer does not notify the Company in writing that it is satisfied to accept the final proposal within the allotted period, then the Company shall be entitled to drawdown under the MEC Bond and/or MIC Bond as applicable and the Connection Agreement shall terminate. In the event of a dispute as to whether the Company has acted reasonably in preparing alternative proposals, the matter shall be determined by the Independent Engineer in accordance with the Dispute Resolution Procedure of the General Conditions.
- 6.4.9 The Customer shall be entitled to notify the Company if, in its opinion, any of the circumstances set out in Clauses 6.4.1 to 6.4.4 inclusive has or is likely to occur. The Company shall be obliged to consider any such notification in making a determination for the purposes of this Clause 6.4.

7 INSURANCES

The Customer shall provide insurance coverage in accordance with the General Conditions and Schedule 6.

8 SECURITY

The Customer shall provide Security in accordance with the Offer Letter and the General Conditions in a form set out in Schedules 7A, 7B, and 7C where applicable.

9 PROTECTION AND METERING

9.1 Protection Relays

The Customer shall at its cost and expense provide and install in accordance with the Construction Programme and this Clause 9, and maintain throughout the Term, the protection relays detailed in this Clause 9.

9.2 Signals

The Company shall at the Customer's marshalling rack and in accordance with the Construction Programme provide the Customer with any signals from the Company's Equipment which the Customer reasonably requires for control and protection purposes and for the operation of the protection relays specified in this Clause 9.

9.3 Settings

In accordance with the Construction Programme, the Customer and the Company shall:-

- 9.3.1 each exchange back-up setting times to facilitate the co-ordination of the interface between the Company's control and protection equipment and the Facility's control and protection equipment; and
- 9.3.2 co-operate fully to implement any trip signals for their respective control and protection equipment in accordance with Prudent Electricity Utility Practice.

As part of the Customer's Commissioning Tests and, in any event, prior to implementation of the Commissioning Instructions, the Customer shall notify to the Company the settings which the Customer (in accordance with the Grid Code and Prudent Electricity Utility Practice) proposes to apply to the Customer's control and protection equipment. The Company shall within fifteen (15) Business days of receiving the Customer's notification:-

- 9.3.3 notify the Customer that it approves the settings proposed by the Customer; or
- 9.3.4 if the Company determines that the settings proposed by the Customer are not in accordance with the Grid Code and Prudent Electricity Utility Practice, then following discussion with the Customer, notify to the Customer alternative settings (which are in accordance with the Grid Code and Prudent Electricity Utility Practice).

The settings approved by the Company under Clause 9.3.3 or notified by the Company under Clause 9.3.4 shall be deemed to be incorporated in Schedule 2 of the Connection Agreement as the settings for the Customer's protection equipment (and the parties agree to insert details of the settings into the Connection Agreement as a supplementary appendix to Schedule 2). The Customer shall ensure that the Customer's control and protection equipment complies with and continues to comply with the settings for the Customer's control and protection equipment as set out in Schedule 2 of the Connection Agreement.

9.4 Amendments to Settings

If, at any time, after the settings for the Customer's control and protection equipment have been determined under Clause 9, the Customer wishes to alter those settings then

the Customer may (or if the settings cease to be in accordance with the Grid Code and Prudent Electricity Utility Practice, the Customer shall forthwith) notify to the Company the new settings which the Customer (in accordance with the Grid Code and Prudent Electricity Utility Practice) proposes to apply to the Customer's control and protection equipment. The Company shall within fifteen (15) Business days of receiving the Customer's notification:-

- 9.4.1 notify the Customer that it approves the settings proposed by the Customer; or
- 9.4.2 if the Company determines that the settings proposed by the Customer are not in accordance with the Grid Code and Prudent Electricity Utility Practice, then following discussion with the Customer, notify to the Customer alternative settings (which are in accordance with the Grid Code and Prudent Electricity Utility Practice).

The settings thus approved by the Company under Clause 9.4.1 or notified by the Company under Clause 9.4.2 shall be deemed to be incorporated in Schedule 2 of the Connection Agreement as the settings for the Customer's control and protection equipment in place of the existing settings and the parties agree to insert details of the settings into the Connection Agreement as an appendix to Schedule 2 in place of the existing supplementary appendix to Schedule 2.

9.5 Auto-reclosing Facilities

The Customer hereby acknowledges that the Company may use switchgear with high speed, slow speed and manual (remote or local) auto-reclosing facilities, and that the Facility should be designed so as not to suffer damage through the operation of such facilities. The Customer agrees that the Company shall bear no liability for any damage caused by the operation of such facilities.

9.6 Metering

The Company shall provide and maintain the Metering, power supplies, protection relays, signalling, and other equipment installed by the Company (in accordance with any relevant provisions of the Grid Code and the Metering Code). The costs incurred by the Company in doing so are reflected in the Connection Charge and On-Going Service Charge. In the event that the Company is compelled by any legal requirement to replace any such equipment with equipment of a different specification in order to conform with the relevant legislation, the Company's costs of so doing shall be met by the Customer who shall on receipt of the Company's invoice in respect of such costs pay to the Company the amount of the invoice in accordance with the payment provisions of the Connection Agreement.

9.7 Operational Instrumentation

The Company shall as part of the Company's Connection Works, provide, install, calibrate and commission in accordance with the Construction Programme (and in accordance with any relevant provisions of the Grid Code) and maintain throughout the Term, Operational Instrumentation in the Communications and Control Room which interfaces with the Company's Supervisory, Control and Data Acquisition (SCADA) system.

9.8 Use of Metering

The Metering will be used to provide such readings from the Customer's Equipment and the Company's Equipment as are required by the Company.

9.9 Customer's Obligations

The Customer shall as part of the Customer's Connection Works, at its expense, provide and install in accordance with the Construction Programme (and in accordance with any relevant provisions of the Grid Code):-

9.9.1 Communications and Other Equipment

Communications and such other equipment as is required by the Company for the purposes of the Transmission Station, shall be advised to the Customer in accordance with the Construction Programme and/or the Grid Code, as appropriate. For information purposes only, and without limitation, such equipment may include dial-up telephone line connections between the Communications and Control Room and the public telephone network for voice communication and data collection from Metering as set out in the Grid Code;

9.9.2 Power Supplies

Power supplies, for the operation of the Commercial Metering, the Operational Instrumentation, lighting and heating, the switchgear, control and protection equipment, unless otherwise determined by the Company, shall be in accordance with the Grid Code.

9.9.3 Protection Relays

Control and protection equipment for the Customer's Equipment, associated instrument transformers and cabling and power supplies. Such equipment, transformers, cabling and power supplies shall be maintained by the Customer throughout the Term to the reasonable satisfaction of the Company in accordance with the Grid Code and the Customer shall provide to the Company such evidence as to the completion of such maintenance as is required by the Company (acting reasonably).

10 INTERFERENCE WITH EQUIPMENT

The Customer shall not, and shall ensure that its agents, employees and invitees do not, interfere in any way with the Plant and/or Apparatus (including, without limitation, Metering) owned by the TAO, or the Company, and operated by the Company without the consent of the Company except in accordance with the Operating Instructions.

The Company shall not, and shall ensure that its agents, employees and invitees do not, interfere in any way with the Customer's Plant and/or Apparatus (including, without limitation, Metering) without the consent of the Customer, except in accordance with the Operating Instructions

11 RIGHTS OVER LAND AND ACCESS CONDITIONS

11.1 Easements etc.

Except where specifically provided for elsewhere under the Connection Agreement, the Customer shall, at the cost and expense of the Customer, grant to the Company all Consents that the Customer is empowered to give as are required by the Company for the installation, operation, maintenance, inspection and removal of the Company's Equipment situated, or to be situated, on or in any land or buildings owned or controlled by the Customer. Any such Consent, shall be granted on such terms and conditions as are reasonably acceptable to the Company having regard to the terms and conditions on which similar Consents have previously been granted to the Company.

11.2 Transmission Station Services

The Customer shall, to the extent that building services (including, without limitation, power supplies, water supplies, telephone and sewerage disposal) for the Transmission Station are connected to services on the Customer's Premises:-

- 11.2.1 procure that the building services are throughout the Term and at the cost and expense of the Customer supplied to the Transmission Station; and
- 11.2.2 maintain (throughout the Term) to the reasonable satisfaction of the Company and at the cost and expense of the Customer the building services on the Customer's Premises to which such Transmission Station building services are connected. The Customer shall provide to the Company such evidence as to the maintenance of such building services as is from time to time required by the Company (acting reasonably).

11.3 Company Access

The Customer shall permit the Company's employees and/or agents and/or subcontractors and/or invitees at times to be agreed between the Parties both during the Term and after the termination of the Connection Agreement to enter those parts of the Customer's Premises as shall be reasonably agreed between the Parties to enable the Company to carry out preliminary site investigation works, the Connection Works, modification works, inspections, operating, testing, repairing, renewing, maintaining, isolating, protecting or removing the Company's Equipment, materials or temporary works or any part thereof, Disconnecting or De-Energising, monitoring compliance with the terms of the Connection Agreement or to enable the Company to fulfil its obligations under the terms of the Connection Agreement. The Company shall use all reasonable endeavours to co-operate with the Customer and its Contractors prior to and when present on the Customer's Premises.

Notwithstanding the foregoing provisions of this Clause 11.3, the Company's employees and/or agents and/or subcontractors and/or invitees shall be entitled to enter the Customer's Premises at any time both during the Term and after the termination of the Connection Agreement for any purpose in connection with the operation of the Transmission System provided that the Company shall, when present on the Customer's Premises, use all reasonable endeavours to co-operate with the Customer and its Contractors.

This Clause 11.3 shall survive termination of the Connection Agreement.

11.4 Conditions of Access

All rights of access for the Company under the Connection Agreement shall include the right for the Company to bring on to the Customer's Premises such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the right of access is granted. Any individual to whom access is given under the Connection Agreement shall comply with all reasonable directions given by the Customer and its appropriately authorised employees and agents as to general safety and site security requirements, prior to and when present on the Customer's Premises. All such rights shall be exercisable free of charge or payment of any kind.

11.5 Customer Access

The Customer shall not have rights of access to the Company's Premises or Company's Equipment at any time other than as may have been previously agreed in writing by the Company for the purpose of carrying out by the Customer of the Customer's obligations under the Connection Agreement.

11.6 Customer to grant Consents

The Customer shall grant to the Company (at the cost and expense of the Customer) all Consents it is empowered to give in respect of any land owned or controlled by the Customer which the Company requires and notifies to the Customer. Any such Consent shall be granted on such terms and conditions as are reasonably acceptable to the Company, including a condition that the Company shall not be required to move or alter the Company's Connection Equipment to facilitate further developments by the Customer.

12 INTERFACE UNDERTAKING

The Company in accordance with the terms of clause 6 of the Infrastructure Agreement is required to ensure that the Customer gives and maintains an Interface Undertaking to the Company in the form and in accordance with the terms of Schedule 11 of this Agreement. This Interface Undertaking shall be given in favour of the Company and enforceable as a contract by the Company against the Customer for the purpose of ensuring that the legitimate interest of the TAO is protected.

The Company is required to ensure that the Customer gives and maintains an Interface Undertaking to the Company in the form and in accordance with the terms of Schedule 13 of this Agreement. This Interface Undertaking shall be given in favour of the Company and enforceable as a contract by the Company against the Customer for the purpose of ensuring that the legitimate interest of the DSO is protected.

IN WITNESS WHEREOF the Company and the Customer have caused this Connection Agreement to be executed on date above first herein written.

Signed for and on behalf of:-

Signed by:

Michael Mahon

EIRGRID PLC.

Print Company Signatory Name in Block Capitals:

Michael Mahon

DocuSigned by:

JAMES MOLONEY

AMAZON DATA SERVICES IRELAND LIMITED

Print Customer Signatory Name in Block Capitals:

JAMES MOLONEY

SCHEDULE 1

Offer Letter





[REDACTED]
Amazon Data Services Ireland Limited,
1 Burlington Plaza,
Burlington Road,
Dublin 4,
D04 RH96

22nd July 2024

OFFER LETTER

**For Connection of a Facility with a Maximum Import Capacity (MIC) of 240 MVA
at Cruiserath, Dublin 15**

[REDACTED]
EirGrid plc (the “**Company**”) acknowledges receipt of Amazon Data Services Ireland Limited’s (the “**Customer**”) application (the “**Application**”) to modify its existing connection agreement with the Company dated 19 June 2017 (“**Original Connection Agreement**”) for a 240 MVA load facility which the Customer is proposing to build at Cruiserath, Dublin 15 and which is proposed will be known as Cruiserath (the “**Facility**”).

- [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

[REDACTED]
[REDACTED]:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]





[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[Redacted text block]

[Redacted text]

[Redacted text block]

[Redacted text block]

- [Redacted list item]
- [Redacted list item]
- [Redacted list item]

[Redacted text block]

- [Redacted list item]

[Redacted text block]

- [Redacted list item]

[Redacted text block]

[Redacted text block]

[Redacted text block]



[Redacted]





[Redacted]

[Redacted]

[Redacted]

[Redacted]

- [Redacted]

- [Redacted] [Redacted]”).
- [Redacted] [Redacted]
- [Redacted] [Redacted]”)

- [Redacted]

- [Redacted] [Redacted]”).
- [Redacted] [Redacted]
- [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]





[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]





[Redacted text block]



[REDACTED]
[REDACTED]:

[REDACTED]
[REDACTED])

[REDACTED]
[REDACTED]
[REDACTED])

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]”)

[REDACTED]
[REDACTED]”)

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
“ [REDACTED]

[REDACTED]



[Redacted text block]



[Redacted text block]

[Redacted]

[Redacted]

[Redacted]



[Redacted]

[Redacted]

[Redacted]





[REDACTED]							
[REDACTED]							
[REDACTED]							
[REDACTED]							
[REDACTED]							
[REDACTED]							
[REDACTED]							
[REDACTED]							
[REDACTED]							
[REDACTED]							





[REDACTED]								
[REDACTED]								
[REDACTED]								
[REDACTED]								
[REDACTED]								
[REDACTED]								
[REDACTED]								
[REDACTED]								
[REDACTED]								
[REDACTED]								







[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]





[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	0001.000	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

[Redacted text]

[Redacted text block]

- [Redacted list item]

- [Redacted list item]

[Redacted text block]

[Redacted text line]

[Redacted text block]

[Redacted text block]

[Redacted text line]

[Redacted]

- [Redacted]

- [Redacted]

[Redacted]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED];

[REDACTED]:

[REDACTED]	[REDACTED]



[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[Redacted]

[Redacted text block]



[Redacted text block]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[Redacted]

[Redacted]									
[Redacted]									



[Redacted text block]

- [Redacted list item]
- [Redacted list item]
- [Redacted list item]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted text block]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]





[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]





[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]







[Redacted text block]







[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]





[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



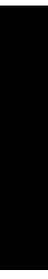
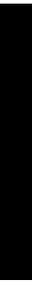


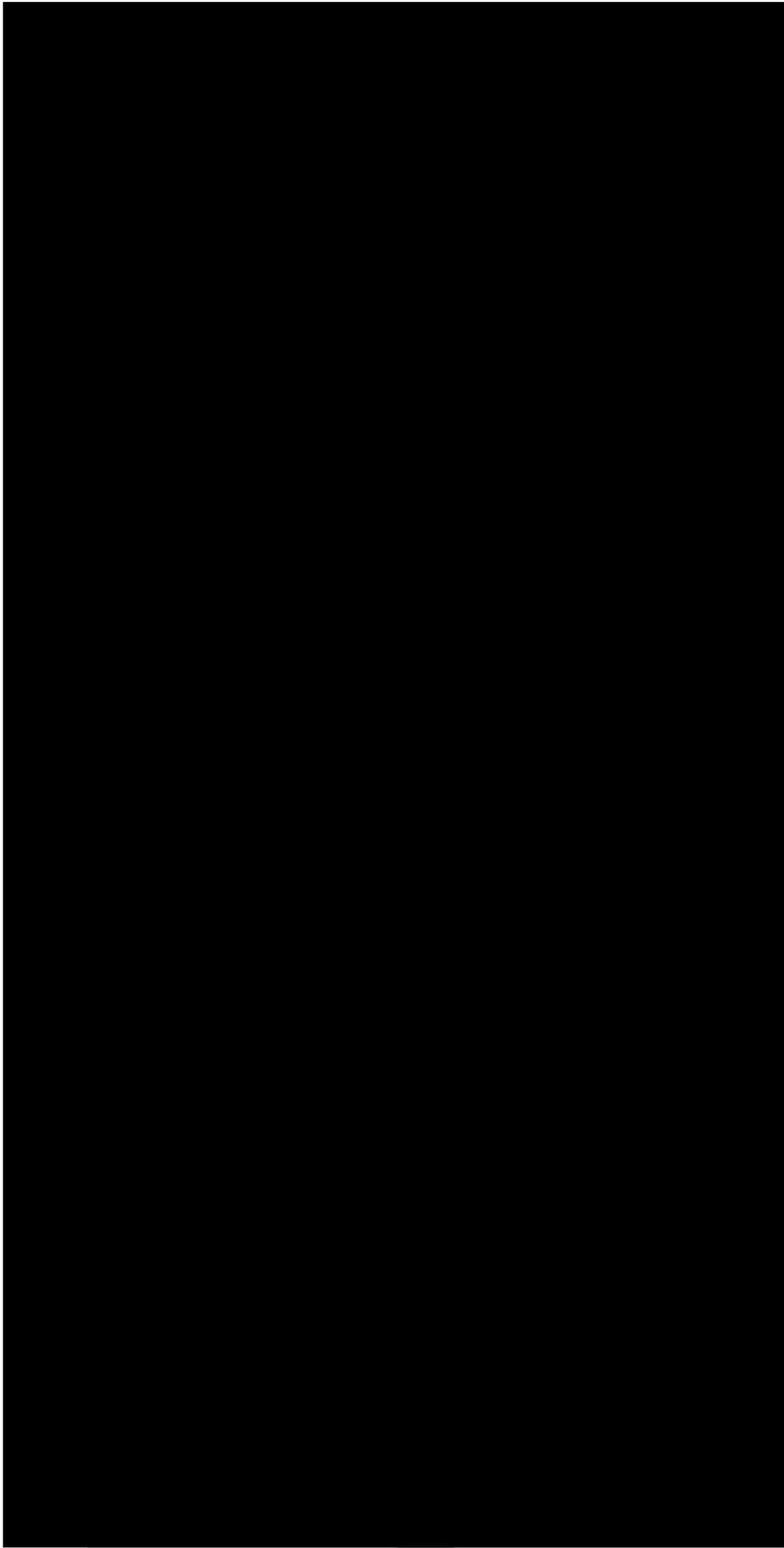
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]

[REDACTED]







[Redacted]

<p>[Redacted]</p> <p>[Redacted]</p>	<p>[Redacted]</p> <p>[Redacted]</p>	<p>[Redacted]</p>
<p>[Redacted]</p>	<p>[Redacted]</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>



[REDACTED]	[REDACTED]	[REDACTED] e
[REDACTED]	[REDACTED]	T [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]



SCHEDULE 3

Key Parameters

1. Site Location: Cruiserath, Dublin 15
2. Plant Details: Demand facility



SCHEDULE 4

This schedule is left intentionally blank



SCHEDULE 5

Addresses

COMPANY:

Address: EirGrid plc.
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Republic of Ireland

For the attention of: Financial Controller
EirGrid plc.

Facsimile Number: + 353 1 661 5375

CUSTOMER:

Address: Amazon Data Services Ireland Limited,
1 Burlington Plaza,
Burlington Road,
Dublin 4,
D04 RH96

For the attention of: [REDACTED]

Facsimile Number: None



SCHEDULE 6

Insurance

The insurances below must be in place prior to the commencement of construction of the Connection Works.

Employer's Liability

Cover:	Legal liability of the insured for bodily injury, death, illness or disease to any employee of the insured.
Limit of Indemnity:	Minimum of €13,000,000 any one accident or series of accidents arising out of a single occurrence/unlimited any one period of insurance.
Insured:	The Customer.
Jurisdiction:	To include Republic of Ireland.

Note: Policy to include specific indemnity to the Company and ESB (as the TAO).

Public/Product Liability

Cover:	Legal liability of the insured for damage to property of third parties or bodily injury, death or disease to third parties arising out of the construction, ownership, operation and maintenance of the Facility.
Limit of Indemnity:	Minimum of €6,500,000 any one occurrence unlimited in any period of insurance for the public liability exposures and capped at any one occurrence level and in the aggregate per insurance period for product liability.
Insured:	The Customer.
Jurisdiction:	To include Republic of Ireland.

Note: Policy to include specific indemnity to the Company and ESB (as the TAO).

SCHEDULE 7A

Connection Charge Bond to be provided by a Bank or Financial Institution

To: EirGrid plc. [Date]
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Republic of Ireland

Dear Sirs

Connection Charge Bond Issued pursuant to the Connection Agreement in the amount of €[]

Under the Connection Agreement for a Facility at [] between EirGrid plc. (the "Beneficiary") which includes its legal successors and any person to whom the Beneficiary assigns or transfers all its rights and obligations under the Connection Agreement and [] (the "Applicant"), which expression includes its legal successors and any person to whom the Applicant assigns or transfers all its rights and obligations under the Connection Agreement) it was agreed that the Applicant will procure the issue of a Connection Charge Bond in favour of the Beneficiary in the form of this document.

[] with its registered place of business at [] (the "Issuer") issues this Connection Charge Bond, number [], and irrevocably and unconditionally agrees as follows:

1. In this Connection Charge Bond (and every Demand), unless the context otherwise requires:

"Authorised Signatory"

means an officer of the Beneficiary having authority to execute a Demand and whose name and specimen signature have been notified to the Issuer by the Beneficiary before service of the Demand;

"Demand"

means a written notice of demand served by the Beneficiary on the Issuer in the form set out in the Appendix to this Connection Charge Bond;

"Expiry Date"

means the later of the date falling six (6) months after the Operational Date or the date that is twelve (12) months after the Scheduled Operational Date Longstop Date;

"UCP Rules"

5. The obligations of the Issuer under this Connection Charge Bond shall cease on the Expiry Date, except:

5.1 in respect of any Demand received by the Issuer prior to the Expiry Date in relation to which the Issuer shall be obliged (subject to the terms of this Connection Charge Bond) to pay to the Beneficiary the Specified Amount; and

5.2 as provided in paragraph 11 of this Connection Charge Bond;

and the provisions of this paragraph shall survive expiration of this Connection Charge Bond accordingly.

6. The liability of the Issuer shall not in any way be affected by:

6.1 any time, indulgence or relief being given to or by the Beneficiary or the Applicant;

6.2 any amendment or extension of or supplement to the Connection Agreement;

6.3 any invalidity in, or irregularity or unenforceability of the obligations of any person under the Connection Agreement; or

6.4 anything done or omitted which but for this provision might constitute a legal or equitable discharge or release of, or defence for, the Issuer.

7. Any notices or notification (including any Demand and the requirement for supporting documents and a supporting statement under Article 15 paragraphs (a) and (b) of the of the ICC Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758 ("URDG Rules") is hereby excluded) given under this Connection Charge Bond shall be in writing and shall be served by sending the same by post or leaving the same at:

If to the Issuer: []

Attention: The Company Secretary

If to the Beneficiary: EirGrid plc.
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Ireland

Attention: The Company Secretary

The Beneficiary and the Issuer may change its nominated address to another address in the Republic of Ireland by prior written notice to the other party. Any written notices shall be effective upon the earlier of:

- 7.1 actual receipt; or
- 7.2 two (2) days after mailing or despatch.
8. This Connection Charge Bond may be amended only by an instrument in writing signed on behalf of the Beneficiary and the Issuer.
9. This Connection Charge Bond shall be governed by and construed in accordance with the laws of Ireland. The competent Courts shall be the Courts of Ireland.
10. The Beneficiary, after receiving written consent of the Issuer and the Applicant (such consent not to be unreasonably withheld), may transfer and assign all its rights and obligations under the Connection Charge Bond and Article 38 and 39 of the UCP Rules is hereby expressly excluded to the extent that it precludes such an assignment.
11. If this Connection Charge Bond expires during any interruption of business of a kind referred to in Article 26 of the UCP Rules, then the Issuer shall remain liable to make payment under this Connection Charge Bond in respect of any Demand served no later than fifteen (15) Business Days after the Issuer has notified the Beneficiary that its business has ceased to be so interrupted. The Issuer undertakes that it shall, within two (2) Business Days of the cessation of any interruption of business referred to in Article 36 of the UCP Rules (during which this Connection Charge Bond expires) notify the Beneficiary of that cessation. Article 36 of the UCP Rules is hereby amended.
12. All charges and fees arising under the Connection Charge Bond are for the account of the Applicant.

Yours faithfully

[]

Appendix to Schedule 7A - Form Of Demand

FORM OF DEMAND

To: [The Issuer]

[Date]

The Connection Charge Bond number [] dated [] (the "Connection Charge Bond")

We refer to the Connection Charge Bond dated [] and issued by you in our favour. In accordance with paragraph 2 of the Connection Charge Bond, we hereby make demand in the sum of EUR [€] and request that you pay the same immediately to [specified account].

For EirGrid plc.

Dated this [] of [] 20[]

[Authorised signatory]

SCHEDULE 7B

‘THIS SCHEDULE IS NOT RELEVANT’

MEC Bond to be provided by a Bank or Financial Institution

To: EirGrid plc. [Date]
The Oval
160 Shelbourne Road,
Ballsbridge
Dublin 4
Republic of Ireland

Dear Sirs

MEC Bond Issued pursuant to the Connection Agreement in the amount of €[]

Under the Connection Agreement for a Facility at [] between the EirGrid plc. (the “Beneficiary”) which includes its legal successors and any person to whom the Beneficiary assigns or transfers all its rights and obligations under the Connection Agreement and [] (the “Applicant”), which expression includes its legal successors and any person to whom the Applicant assigns or transfers all its rights and obligations under the Connection Agreement it was agreed that the Applicant will procure the issue of a MEC Bond in favour of the Beneficiary in the form of this document.

[] with its registered place of business at [] (the “Issuer”) issues this MEC Bond, number [], and irrevocably and unconditionally agrees as follows:

1. In this MEC Bond (and every Demand), unless the context otherwise requires:

“Authorised Signatory”

means an officer of the Beneficiary having authority to execute a Demand and whose name and specimen signature have been notified to the Issuer by the Beneficiary before service of the Demand;

“Demand”

means a written notice of demand served by the Beneficiary on the Issuer in the form set out in the Appendix to this MEC Bond;

“Expiry Date”

means the date falling one (1) month after the Operational Certificate has issued and Capacity Tests A and B have been achieved as applicable;

“UCP Rules”

means the ICC Uniform Customs and Practices for Documentary Credits, 2007 Revisions (UCP 600) and all subsequent revisions thereof unless otherwise stated. Reference to any article is reference to such article in the UCP Rules or, where relevant, the equivalent article in any subsequent revisions of the UCP Rules.

"Specified Amount"

means in relation to any Demand the sum specified in that Demand.

Unless expressly defined in this MEC Bond, words and phrases defined in the Connection Agreement shall have the same meaning in this MEC Bond (and every Demand).

This MEC Bond is subject to the UCP Rules except where otherwise stated.

2. The Issuer irrevocably and unconditionally undertakes that it will, on service of a Demand in paper form at the address specified below in clause 7 (or such other address as agreed between the Beneficiary and the Issuer) before the Expiry Date, and within three (3) Business Days of service of the Demand pay to the Beneficiary the Specified Amount, unless in so doing the aggregate limit set out in paragraph 3 of this MEC Bond would be exceeded, in which case the Issuer shall pay to the Beneficiary so much of the Specified Amount as may be paid without exceeding such limit.
3. The Beneficiary may make one or more Demands under this MEC Bond provided that the aggregate amount of all Demands and the aggregate liability of the Issuer under this MEC Bond shall not exceed €[].
4. Any payment under this MEC Bond shall be made without set-off or counterclaim and free from any deduction or withholding in euro in immediately available, fully transferable, cleared funds by transfer to the following account in the Beneficiary's name;

Account Name:	EirGrid No 4 Account
Account Number:	42890604
Bank Name:	Barclays Bank Ireland Plc
Bank Address:	2 Park Place, Hatch Street, Dublin 2
Sort Code:	99-02-12
Swift Code:	BARCIE2D
IBAN:	IE26BARC99021242890604

or in such other manner or to such other account at an Irish financial institution as the Beneficiary may from time to time notify to the Issuer in writing.

Where any such deduction or withholding or is required by law to be made (whether by the Applicant, Issuer or otherwise) the Issuer shall pay in the same manner and at the same time such additional amounts as will result in receipt by the Beneficiary of the amount it would have received had no such deduction or withholding been required.



5. The obligations of the Issuer under this MEC Bond shall cease on the Expiry Date, except:

5.1 in respect of any Demand received by the Issuer prior to the Expiry Date in relation to which the Issuer shall be obliged (subject to the terms of this MEC Bond) to pay to the Beneficiary the Specified Amount; and

5.2 as provided in paragraph 11 of this MEC Bond;

and the provisions of this paragraph 5 shall survive expiration of this MEC Bond accordingly.

6. The liability of the Issuer shall not in any way be affected by:

6.1 any time, indulgence or relief being given to or by the Beneficiary or the Applicant;

6.2 any amendment or extension of or supplement to the Connection Agreement;

6.3 any invalidity in, or irregularity or unenforceability of the obligations of any person under the Connection Agreement; or

6.4 anything done or omitted which but for this provision might constitute a legal or equitable discharge or release of, or defence for, the Issuer.

7. Any notices or notification (including any Demand and the requirement for supporting documents and a supporting statement under Article 15 (a) and (b) of the ICC Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758 ("URDG Rules")) given under this MEC Bond shall be in writing and shall be served by sending the same by post or leaving the same at:

If to the Issuer: []

Attention: The Company Secretary

If to the Beneficiary: EirGrid plc.
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Ireland

Attention: The Company Secretary

The Beneficiary and the Issuer may change its nominated address to another address in the Republic of Ireland by prior written notice to the other party. Any written notices shall be effective upon the earlier of:

7.1 actual receipt; or

7.2 two (2) days after mailing or despatch.

8. This MEC Bond may be amended only by an instrument in writing signed on behalf of the Beneficiary or the Issuer.
9. The governing law for the purposes of this MEC Bond shall be the laws of Ireland. The competent Courts shall be the Courts of Ireland.
10. The Beneficiary, after receiving written consent of the Issuer and the Applicant (such consent not to be unreasonably withheld), may transfer and assign all its rights and obligations under the MEC Bond and Article 38 and 39 of the UCP Rules is hereby expressly excluded to the extent that it precludes such an assignment.
11. If this MEC Bond expires during any interruption of business of a kind referred to in Article 26 of the UCP Rules, then the Issuer shall remain liable to make payment under this MEC Bond in respect of any Demand served no later than fifteen (15) Business Days after the Issuer has notified the Beneficiary that its business has ceased to be so interrupted. The Issuer undertakes that it shall, within two (2) Business Days of the cessation of any interruption of business referred to in Article 36 of the UCP Rules (during which this MEC Bond expires) notify the Beneficiary of that cessation. Article 36 of the UCP Rules is hereby amended.
12. All charges and fees under this MEC Bond shall be for the account of the Applicant.

Yours faithfully

[]



Appendix to Schedule 7B – Form of Demand

To: [The Issuer]

[Date]

The MEC Bond number [] dated [] (the “MEC Bond”)

We refer to the MEC Bond dated [] and issued by you in our favour. In accordance with paragraph 2 of the MEC Bond, we hereby make demand in the sum of EUR [€] and request that you pay the same immediately to [specified account].

For EirGrid plc.

Dated this [] of [] 20[]

[Authorised signatory]

SCHEDULE 7C

MIC Bond to be provided by a Bank or Financial Institution

To: EirGrid [Date]
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Republic of Ireland

Dear Sirs

MIC Bond Issued pursuant to the Connection Agreement in the amount of €[]

Under the Connection Agreement for a Facility at [] between EirGrid plc. (the "Beneficiary") which includes its legal successors and any person to whom the Beneficiary assigns or transfers all its rights and obligations under the Connection Agreement and [] (the "Applicant"), which expression includes its legal successors and any person to whom the Applicant assigns or transfers all its rights and obligations under the Connection Agreement) it was agreed that the Applicant will procure the issue of a MIC Bond in favour of the Beneficiary in the form of this document.

[] with its registered place of business at [] (the "Issuer") issues this MIC Bond, number [], and irrevocably and unconditionally agrees as follows:

1. In this MIC Bond (and every Demand), unless the context otherwise requires:

"Authorised Signatory"

means an officer of the Beneficiary having authority to execute a Demand and whose name and specimen signature have been notified to the Issuer by the Beneficiary before service of the Demand;

"Demand"

means a written notice of demand served by the Beneficiary on the Issuer in the form set out in the Appendix to this MIC Bond;

"Expiry Date"

means the date falling two (2) years after the Operational Date;

"UCP Rules"

means the ICC Uniform Customs and Practices for Documentary Credits, 2007 Revisions (UCP 600) and all subsequent revisions thereof unless otherwise stated. Reference to any article is reference to such article in the UCP Rules or, where relevant, the equivalent article in any subsequent revisions of the UCP Rules.

"Specified Amount"

means in relation to any Demand the sum specified in that Demand.

Unless expressly defined in this MIC Bond, words and phrases defined in the Connection Agreement shall have the same meaning in this MIC Bond (and every Demand).

This MIC Bond is subject to the UCP Rules except where otherwise stated.

2. The Issuer irrevocably and unconditionally undertakes that it will, on service of a Demand in paper form at the address specified below at clause 7 (or such other address as may be agreed between the Beneficiary and the Issuer) before the Expiry Date, and within three (3) Business Days of service of the Demand pay to the Beneficiary the Specified Amount, unless in so doing the aggregate limit set out in paragraph 3 of this MIC Bond would be exceeded, in which case the Issuer shall pay to the Beneficiary so much of the Specified Amount as may be paid without exceeding such limit.
3. The Beneficiary may make one or more Demands under this MIC Bond provided that the aggregate amount of all Demands and the aggregate liability of the Issuer under this MIC Bond shall not exceed €[REDACTED].
4. Any payment under this MIC Bond shall be made without set-off or counterclaim and free from any deduction or withholding in euro in immediately available, fully transferable, cleared funds by transfer to the following account in the Beneficiary's name:

Account Name: EirGrid No 4 Account
Account Number: 42890604
Bank Name: Barclays Bank Ireland Plc
Bank Address: 2 Park Place, Hatch Street, Dublin 2
Sort Code: 99-02-12
Swift Code: BARCIE2D
IBAN: IE26BARC99021242890604

or in such other manner or to such other account at an Irish financial institution as the Beneficiary may from time to time notify to the Issuer in writing.

Where any such deduction or withholding is required by law to be made (whether by the Applicant, Issuer or otherwise) the Issuer shall pay in the same manner and at the same time such additional amounts as will result in receipts by the Beneficiary of the amount it would have received had no such reduction or withholding been required.

5. The obligations of the Issuer under this MIC Bond shall cease on the Expiry Date, except:

5.1 in respect of any Demand received by the Issuer prior to the Expiry Date in relation to which the Issuer shall be obliged (subject to the terms of this MIC Bond) to pay to the Beneficiary the Specified Amount; and

5.2 as provided in paragraph 11 of this MIC Bond;

and the provisions of this paragraph 5 shall survive expiration of this MIC Bond accordingly.

6. The liability of the Issuer shall not in any way be affected by:

6.1 any time, indulgence or relief being given to or by the Beneficiary or the Applicant;

6.2 any amendment or extension of or supplement to the Connection Agreement;

6.3 any invalidity in, or irregularity or unenforceability of the obligations of any person under the Connection Agreement; or

6.4 anything done or omitted which but for this provision might constitute a legal or equitable discharge or release of, or defence for, the Issuer.

7. Any notices or notification (including any Demand and the requirement for supporting documents and the supporting statement under Article 15 (a) and (b) of the ICC Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758 ("URDG Rules") is hereby excluded) given under this MIC Bond shall be in writing and shall be served by sending the same by post or leaving the same at:

If to the Issuer: [REDACTED]

Attention: The Company Secretary

If to the Beneficiary: EirGrid plc.
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
Ireland

Attention: The Company Secretary

The Beneficiary and the Issuer may change its nominated address to another address in the Republic of Ireland by prior written notice to the other party. Any written notices shall be effective upon the earlier of:

7.1 actual receipt; or

7.2 two (2) days after mailing or despatch.

8. This MIC Bond may be amended only by an instrument in writing signed on behalf of both parties.
9. This MIC Bond shall be governed by and construed in accordance with the laws of Ireland. The competent Courts shall be the Courts of Ireland.
10. The Beneficiary, after receiving written consent of the Issuer and the Applicant (such consent not to be unreasonably withheld) may transfer and assign all its rights and obligations under the MIC Bond and Article 38 and 39 of the UCP Rules is hereby expressly excluded to the extent that it precludes such an assignment.
11. If this MIC Bond expires during any interruption of business of a kind referred to in Article 26 of the UCP Rules, then the Issuer shall remain liable to make payment under this MIC Bond in respect of any Demand served no later than fifteen (15) Business Days after the Issuer has notified the Beneficiary that its business has ceased to be so interrupted. The Issuer undertakes that it shall, within two (2) Business Days of the cessation of any interruption of business referred to in Article 36 of the UCP Rules (during which this MIC Bond expires) notify the Beneficiary of that cessation. Article 36 of the UCP Rules is hereby amended.
12. All charges and fees under this MIC Bond shall be for the account of the Applicant.

Yours faithfully

[]



Appendix to Schedule 7C – Form of Demand

To: [The Issuer]

[Date]

The MIC Bond number [] dated [] (the “MIC Bond”)

We refer to the MIC Bond dated [] and issued by you in our favour. In accordance with paragraph 2 of the MIC Bond, we hereby make demand in the sum of EUR [€] and request that you pay the same immediately to [specified account].

For EirGrid plc.

Dated this [] of [] 20[]

[Authorised signatory]



SCHEDULE 8
Customer Application Form



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[Redacted]



[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]

[REDACTED]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>[Redacted]</p>
<p>[Redacted]</p> <p>[Redacted]</p>	<p>[Redacted]</p>
<p>[Redacted]</p> <p>[Redacted]</p>	<p>[Redacted]</p>
<p>[Redacted]</p>	<p>[Redacted]</p>
<p>[Redacted]</p> <p>[Redacted]</p>	<p>[Redacted]</p>
<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>[Redacted]</p>
<p>[Redacted]</p>	<p>[Redacted]</p>

[Redacted]



[REDACTED]	
[REDACTED]	[REDACTED]

[REDACTED]



[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	
[Redacted]	
[Redacted]	

[Redacted]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]

[Redacted]

[Redacted]	[Redacted]

[Redacted]

[Redacted]



[REDACTED]	
[REDACTED]	
[REDACTED]	

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED] :	

[REDACTED]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[Redacted]

[Redacted]	
[Redacted]	

[Redacted]

[Redacted]

[Redacted]



[Redacted]



[Redacted]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	
[Redacted]	

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted] :

[Redacted]

[Redacted]





[Redacted]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]:

[Redacted]



[Redacted]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted] one (one) capacity

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]





SCHEDULE 9

This schedule is left intentionally blank





SCHEDULE 10

Construction, Commissioning and Connection



SCHEDULE 10

**CONSTRUCTION, COMMISSIONING AND
CONNECTION**

Contestable



CONTENTS

1	SITE SURVEY, CONDITIONS AND RESPONSIBILITY	3
1.1	Site Survey and Investigation	3
1.2	Site Conditions	3
1.3	Site Responsibility Schedule	3
2	CARRYING OUT OF THE WORKS	4
2.1	Company's Consents	4
2.2	Customer's Consents	5
2.3	Advice and Assistance	5
2.4	Connection Works Design and Programme	6
2.5	Construction and Quality Assurance	6
2.6	Variations to design and Construction Programme	7
2.7	Project Monitoring, Programme and Progress Reports	8
2.8	Customer's Technical Parameters	10
2.9	Increased Costs	11
2.10	Works to be in accordance with Construction Programme etc	11
2.11	Connection Works Completion Date	11
2.12	Independent Engineer	11
2.13	Intellectual Property Rights	12
3	CONSEQUENCES OF DELAYS	12
3.1	Delays	12
3.2	Notification of Delay	13
3.3	Consequences of Delay for Parties	13
4	COMMISSIONING AND CONNECTION	14
4.1	Discussions on Commissioning, Grid Code and Capacity Tests	14
4.2	Notice of Requirement to Witness	15
4.3	Notice of Further Tests	15
4.4	Joint Testing	16
4.5	Notice of Customer's Commissioning Tests	16
4.6	Repetition of Tests	16
4.7	Notice of Company's Commissioning Tests	17
4.8	Commencement of Commissioning Tests	17
4.9	Declaration of Fitness	17
4.10	Notification of Commissioning Instructions	17
4.11	Notification of Operating Instructions	18
4.12	Commissioning Tests Completion Date	18
4.13	Implementation of Commissioning Instructions	18
4.14	Connection Date	18
4.15	Capacity Testing / Maximum Export Capacity	19
4.16	Operational Certificate	19
4.17	Effect of Operational Certificate	19
4.18	Deep Operational Date	19
4.19	Notification of Personnel Contact Details	20
5	TRANSFER OF ASSETS	20
5.1	Transfer of Ownership	20
5.2	Warranties to the Company	20



This schedule shall apply where Customers have elected that the Company shall not execute the Contestable Components.

For the avoidance of doubt the Parties acknowledge and agree that:-

- *the Company shall undertake the Company's Connection Works and where appropriate the Deep Reinforcement Works as defined in the definitions section of the General Conditions to the Connection Agreement and as more particularly set out in the Offer Letter; and*
- *the Customer shall undertake the Customer's Connection Works as defined in the definitions section of the General Conditions to the Connection Agreement and as more particularly set out in the Offer Letter.*

1 SITE SURVEY, CONDITIONS AND RESPONSIBILITY

1.1 Site Survey and Investigation

[Not Used].

1.2 Site Conditions

The Customer acknowledges that it selected the Site at which the Facility and the Connection Works for the shallow connection are to be constructed and accordingly the Customer accepts full responsibility for the conditions of the Site and of any land required for the Company's Site-Related Connection Equipment (including but not limited to any toxic contamination) and agrees that the existence of any such condition which adversely affects the performance by:

- 1.2.1 the Customer of its obligations under the Connection Agreement shall not excuse any delay by the Customer in meeting its obligations under the Connection Agreement or give rise to any other right for the Customer under the Connection Agreement;
- 1.2.2 the Company of its obligations under the Connection Agreement shall excuse any delay by the Company in meeting its obligations under the Connection Agreement, and in the event that any such condition causes the Company to incur increased costs (as determined by the Company, acting reasonably) in meeting its obligations under the Connection Agreement in relation to the Company's Connection Works then the Connection Charge shall be increased by the amount of those increased costs (so determined).

1.3 Site Responsibility Schedule

- 1.3.1 As soon as reasonably practicable a Site Responsibility Schedule shall be prepared by the Company (reflecting the details agreed between the Company and the Customer) in respect of the Site pursuant to the Connection Agreement and signed by both Parties by way of confirmation of its accuracy, detailing the division of responsibilities at the interface site in respect of ownership, control, operation, maintenance and safety. The

Customer shall provide to the Company upon request all such information as is required by the Company to enable it to prepare the Site Responsibility Schedule prior to the commencement of Works.

- 1.3.2 An ownership diagram shall be included in the Site Responsibility Schedule incorporating numbering, nomenclature and labelling. Apparatus to be shown and the preferred graphical symbols to be used shall be in accordance with the Company's standard practice.
- 1.3.3 A copy of the Site Responsibility Schedule and the ownership diagram shall be retained by the Company and by the Customer.
- 1.3.4 The Customer shall notify the Company of any changes at or relating to the Site which may affect the Site Responsibility Schedule or ownership diagram and the Company shall carry out any necessary updating and the principles set out in Paragraph 1.3.1 shall apply to such updating.
- 1.3.5 The Site Responsibility Schedule shall detail the demarcation of the responsibility for safety of persons carrying out work or testing at the Site on circuits which cross the Site at any point.
- 1.3.6 Safety procedures for all personnel working on or in close proximity of Transmission System Plant and Apparatus are governed by the ESB Safety Rules.

2 CARRYING OUT OF THE WORKS

2.1 Company's Consents

- 2.1.1 The Company shall, immediately following satisfaction of the appropriate Conditions Precedent set out in the Connection Agreement, use prudent and commercial endeavours to obtain all such Consents (not being Operational Consents) as shall be required by the Company for the purposes of the Company's Connection Works no later than the CID Longstop Date (and shall thereafter maintain the same).
- 2.1.2 Where the Facility is a Power Station subject to Firm/Non-Firm Direction or the Non-Firm Renewables Direction or the Non-Firm Peaking Plant Direction although the obtaining and timing of Consents for the Deep Reinforcement Works are not required for the Operational Date they will be required for the Scheduled Deep Operational Date.
- 2.1.3 The Company shall use prudent and commercial endeavours to obtain all such Operational Consents as shall be required by the Company for the purposes of the Company's Connection Works during the Connection Works Completion Period. Where an Operational Consent is delayed the Company shall notify the Customer accordingly, advising it of any delays and/or costs that will arise by reason of the delay in the issue of an Operational Consent, and the Connection Works Completion Period shall be extended pro rata for the delay.

- 2.1.4 Where the Facility is a Power Station subject to the Firm/Non-Firm Direction or the Non-Firm Renewables Direction or the Non-Firm Peaking Plant Direction the Company shall use reasonable endeavours to obtain all such Consents (including Operational Consents) as shall be required by the Company for the purposes of carrying out and completing the Deep Reinforcement Works in the event that Deep Reinforcement Works are required.
- 2.1.5 For the avoidance of doubt, nothing in this Paragraph 2.1 shall require the Company to obtain any Consent which the Customer is required to obtain pursuant to Paragraph 2.2.

2.2 Customer's Consents

The Company shall in accordance with Paragraph 2.4, if it has not already done so, within thirty (30) Business Days following satisfaction of the appropriate Conditions Precedent provide the Customer with the Outline Specification to include the functional specification and protection specification for the Connection to facilitate the Customer in applying for Consents for the Customer's Connection Works. The Customer shall, immediately following satisfaction of the appropriate Conditions Precedent use its prudent and commercial endeavours to obtain all such Consents as shall be required for the purposes of the Customer's Connection Works (as shall be necessary to enable the Connection Works to be completed) no later than the CID Longstop Date and as otherwise required for the purposes of the Connection Agreement (and shall thereafter maintain the same). Prior to the Customer submitting any application for Consents the Customer shall submit the application to the Company for its approval and, only after the Customer has incorporated all the Company's comments, suggestions and/or amendments into the application may the Customer formally submit the application for Consents to the relevant authorities. The Customer acknowledges and agrees that any comments, suggestions and/or amendments made by the Company to the Customer in connection with applications for Consents do not in anyway create any liability whatsoever for the Company. In making any application for Consents the Customer shall include in such applications a reference to any applications for planning permission consents which have been made by the Company and which have been notified to the Customer by the Company.

2.3 Advice and Assistance

Each Party, at its own expense, shall give advice and assistance to the other Party to the extent reasonably required by the other Party in the furtherance of their obligations under Paragraphs 2.1, 2.2 and 2.7. Each Party shall, as provided for in Paragraph 2.7, keep the other Party apprised (in reasonable detail) of its progress towards its satisfaction of its obligations under Paragraph 2.1 or 2.2 respectively. Further, each Party shall, without delay, notify the other Party on completion of their respective obligations under Paragraph 2.1 and 2.2 and the Customer shall provide to the Company such details as the Company may reasonably require of such Consents obtained by the Customer.

2.4 Connection Works Design and Programme

- 2.4.1 As soon as reasonably practicable, and in any event within twenty (20) Business Days of the date of the Connection Agreement, the Parties shall meet in good faith, to discuss and agree a programme for progressing of the Connection Works to the Connection Works Completion Date consistent with the Offer Letter and the following provisions:
- 2.4.1.1 The Company will specify its requirements and advise of required standards within a reasonable timeframe and may request site surveys from the Customer to assist this process;
 - 2.4.1.2 The Customer will specify its proposed designs consistent with the Company's requirements and in accordance with all Irish and EU Safety regulations and shall assume the duties of the Project Supervisor Design as specified under the Safety, Health and Welfare at Work Act, 1989 and all subsequent modifications and regulations arising under or in relation to same;
 - 2.4.1.3 The Company will review the Customer's designs and advise of amendments necessary to meet the Company's requirements notwithstanding any review or comment made by the Company with respect to the Customer's design, the Customer shall be responsible for any failure to comply with and/or achieve the Company's requirements and for any errors, omissions or discrepancies whatsoever and howsoever arising therein;
 - 2.4.1.4 The Customer shall comply with all the requirements of the Company.
- 2.4.2 The Customer shall assume full responsibility for the design of the Customer's Connection Works. Approval by the Company shall not relieve the Customer of any obligations under this Connection Agreement.
- 2.4.3 The Parties shall liaise during the carrying out of the Connection Works.
- 2.4.4 Each Party shall, throughout the construction programme, promptly provide the other Party with such information as that Party, acting reasonably, may require from time to time with respect to their respective Connection Works or otherwise in connection with this Connection Agreement so as to enable the Party requiring the information to meet its obligations and/or enforce its rights to supervise under this Connection Agreement.

2.5 Construction and Quality Assurance

- 2.5.1 The Customer shall construct the Customer's Connection Works in accordance with the requirements of the Company as set out in the Company's specification and in the Customer's approved design.
- 2.5.2 The Customer shall construct the Customer's Connection Works in accordance with all Irish and EU Safety regulations and shall assume the duties of the Project Supervisor Construction specified under the Safety, Health and Welfare at Work Act, 1989 and all subsequent modifications and regulations arising under or in relation to same.

2.5.3 In order to demonstrate that the Customer's Connection Works comply with the Company's requirements the Customer shall provide the following facilities to the Company:

2.5.3.1 A copy of the Customer's quality and test plan for implementation of the Customer's Connection Works;

2.5.3.2 Rights to attend any factory acceptance test or site acceptance test for major plant, as selected at the option of the Company. The Customer shall provide due notification of any such selected tests as they occur throughout the project and true copies of all documentation relevant to the tests;

2.5.3.3 Rights to request true copies of relevant documentation of any acceptance test (factory or site) that the Company has elected not to attend;

2.5.3.4 Rights to inspect work in progress and relevant documentation;

2.5.3.5 Rights to attend all pre-commissioning tests and receive copies of records of all pre-commissioning tests carried out;

2.5.3.6 Rights to request the Customer to carry out additional tests in cases where the Company considers the specified tests to be inadequate or in cases where the initial test has been failed.

2.5.4 The Customer shall also provide the following information:

2.5.4.1 Copies of all as-built documentation and other information necessary to commission the Works;

2.5.4.2 Copies of the Safety File (as provided for in the Safety, Health and Welfare at Work Act, 1989 and all subsequent modifications and regulations arising under or in relation to same) and any other documentation required to facilitate take over of the required elements of the Customer's Connection Works.

2.5.5 The Customer shall conform with all reasonable requests from the Company to make appropriate changes to aspects of the construction where, in the opinion of the Company, the said construction is not in conformance with the Company's requirements.

2.6 Variations to design and Construction Programme

The Company may, having advised the design under Paragraph 2.4 and Paragraph 2.7.4 and the agreed Construction Programme, further advise the Customer that in order to meet its obligations under the Connection Agreement it requires changes to that design and/or the Construction Programme. In this event the Parties will consult as to the changes required, and the design and the Construction Programme will be amended as determined by the Company (acting reasonably) and having regard to such consultation and in the event of a dispute as to whether the Company has so acted reasonably the matter shall be determined in accordance with the Dispute Resolution Procedure of the General Conditions. The reasonable costs and expenses arising from such variation shall be for the account of the Customer unless arising from the negligence of the Company.

2.7 Project Monitoring, Programme and Progress Reports

The Parties shall, within twenty (20) Business Days of the date of the Connection Agreement and acting in good faith, meet to discuss what further project monitoring provisions shall apply to the Connection Agreement. Subject always to the Company's overall rights to supervise the Customer's Connection Works, the Parties shall use their best endeavours to agree in writing on such further project monitoring provisions, and having so agreed shall comply with such provisions and in the event of a disagreement the matter will be determined by the Independent Engineer pursuant to Paragraph 2.12.

2.7.1 Advice and Assistance

In accordance with the terms of Paragraph 2.3 above the Parties shall continuously liaise during the carrying out of the Connection Works, Commissioning and the Project and (unless the Connection Agreement provides otherwise) provide each other with reasonable advice and assistance at any reasonable time and without charge with regard to their respective Connection Works and Commissioning and reasonable on-load Testing.

2.7.2 Meetings

Either Party may request the other Party to the Connection Agreement to engage in meetings more frequently than as provided for in Paragraph 2.7.8. The Parties agree they will engage in telephone meetings or discussions within a period of five (5) Business Days from the initial request in writing from either the Customer or the Company for such a meeting. Thereafter, unless the telephone meeting or discussion has resolved the issue of concern to the Party who initiated the contact, both Parties agree to attend at a meeting at a mutually convenient location to discuss further and work towards a resolution of the issue of concern.

2.7.3 Provision of Information

Each Party shall, throughout the Term, promptly provide the other Party with such information as that Party, acting reasonably, may require from time to time with respect to their respective Connection Works, Commissioning and the Project or otherwise in connection with the Connection Agreement so as to enable the Party requiring the information to meet its obligations under the Connection Agreement.

2.7.4 Construction Programme

Within thirty (30) Business Days following the Consents Issue Date, or such later date as arises under the Connection Agreement each Party shall provide to the other Party three (3) copies of the programme for the design, construction, commissioning and testing of that Party's Connection Works. The programme referred to in this Paragraph 2.7.4 shall be in a form agreed by the Parties (the "Construction Programme") and shall be consistent in all respects with the Connection Agreement but shall where appropriate contain less detail in relation to the Deep Reinforcement Works.

2.7.5 Progress Reports

From the date of execution of the Connection Agreement until the Connection Date, each Party shall provide to the other regular progress reports detailing the Party's progress towards constructing and providing that Party's Connection Works and meeting its obligations under the Connection Agreement at such intervals shall be mutually agreed between the Parties.

2.7.6 Contents of Reports

The reports to be provided under Paragraph 2.7.5 shall cover in reasonable detail steps taken or to be taken to obtain Consents under Paragraph 2.2, the relevant aspects of the design, construction, commissioning and Testing of that Party's Connection Works and highlighting actual or potential departures from the Construction Programme. The progress reports shall state the proposed measures to be taken by the Party concerned to overcome such departures or to resolve any grounds for potential dispute or disagreement.

2.7.7 Form of Reports

The form of the progress reports referred to in Paragraph 2.7.5, and of any other reports as may be required under Paragraph 2.7.5 shall be such as to provide a comprehensible explanation to the other Party in reasonable detail.

2.7.8 Progress Meetings

In addition to the obligation to provide the reports required under Paragraph 2.7.5 the representatives (or their alternates) of the Company and the Customer appointed in accordance with the General Conditions, together with such other representatives of the Parties who may be appropriate in the circumstances shall meet at regular intervals mutually agreed between the Parties and at least once per quarter from the date of execution of the Connection Agreement until the Connection Date to discuss progress of their respective Connection Works and compliance with the Party's respective obligations under the Connection Agreement and, in particular, any interface issues between the Parties.

2.7.9 Delays

Should it appear to one Party (the "Reviewing Party") at any time that the actual progress of the design, construction, commissioning and Testing of the other's Connection Works does not conform with the Construction Programme then the Reviewing Party shall be entitled to require the other Party to submit to the Reviewing Party a report identifying the reasons for the delay and/or to produce and submit to the Reviewing Party for its review a revised programme showing the order of procedure and periods consistent with actual progress and necessary to ensure compliance with the Construction Programme and completion of:

- 2.7.9.1 the design and construction of the other Party's Connection Works to the extent necessary to allow all the Commissioning Tests to be performed by the Scheduled Works Completion Date; and
- 2.7.9.2 the other Party's Commissioning Tests by the Scheduled Commissioning Tests Completion Date.

2.8 Customer's Technical Parameters

- 2.8.1 The Customer shall submit to the Company details of proposed changes in the technical parameters of major plant and the proposed layout of such plant and its related equipment from the details as outlined in the Application to the extent that this affects the Connection or compliance with the Grid Code as soon as it becomes aware, or ought reasonably to have become aware of them, and thereafter the Customer shall submit to the Company as soon as practicable details of any further proposed material changes thereto. Proposed material changes in the technical parameters under this Paragraph shall be within the range of no greater than five percent (5%) or no less than ten percent (10%) of the Maximum Export Capacity if applicable. The Company may request additional information if necessary to enable the Company review such technical parameters or any proposed changes to them. Where the review by the Company leads the Company to consider that the changes affect the Connection Works or do not comply with the requirements of the Grid Code, the Company may raise objections to the proposed technical parameters or any proposed changes to them with the Customer within twenty (20) Business Days of receipt or such later time as may be reasonable in the circumstances. The Company shall advise the Customer of the effect of the change for the purposes of the Connection Agreement, whether it be a variation of Charges and/or costs under Clause 5.4, an amended Offer under Clause 6.4, or otherwise.
- 2.8.2 Where the Company has notified the Customer that the change gives rise to a variation in the Charges and/or costs under Clause 5.4 or an amended offer under Clause 6.4, or other change of the terms of the Connection Agreement, the Customer shall have a period of twenty (20) Business Days from the date of receipt of such notification from the Company to advise the Company whether or not it wishes to proceed with the change. Where the Customer elects in writing to the Company to proceed with the change, the Company agrees to facilitate the Customer subject to payment by the Customer of all costs and expenses arising therefrom and adjustments to the Construction Programme for the impact of the change and the time taken in its resolution. Failure to elect shall be deemed to be a decision by the Customer not to proceed with the change.
- 2.8.3 Notwithstanding any review by the Company of any information submitted by the Customer under this Paragraph 2.8, the Customer's obligations under the Connection Agreement shall not be relieved, absolved or otherwise modified and the Company shall have no liability whatsoever in relation to its approval or otherwise of any designs or information submitted to it by the Customer.

2.9 Increased Costs

The Company shall be entitled to make adjustments to the Connection Charge so as to provide reasonable compensation to the Company for any increased or additional costs incurred by it (being costs of a nature ordinarily incurred by the Company, including employment costs) in carrying out the Company's Connection Works or the Company's Commissioning Tests caused by non-performance by the Customer of any obligations under the Connection Agreement.

2.10 Works to be in accordance with Construction Programme etc.

Both Parties shall be obliged to design, procure, construct, install, commission and test their respective Connection Works and, where appropriate, Deep Reinforcement Works in accordance with the terms of the Connection Agreement, the Construction Programme, and any design furnished under Paragraph 2.4 and 2.7.4.

2.11 Connection Works Completion Date

The Company shall, as soon as it is satisfied that the Connection Works Completion Date is reached, notify the Customer to that effect specifying the date on which such completion occurred. If the Customer disputes that the Connection Works have been so completed, or the date on which such completion occurred, the Customer may, within five (5) Business Days of receiving the Company's notification, refer the dispute to the Independent Engineer who shall determine whether the Connection Works have been so completed and/or the date on which such completion occurred, as the case requires. If the Independent Engineer determines that the Connection Works were so completed on a date other than the date specified in the Company's notification, then the date so determined by the Independent Engineer shall be the Connection Works Completion Date. If the Independent Engineer determines that the Connection Works have not been so completed then the provisions of this Paragraph 2.11 shall once again apply as if the Company had not given a notification hereunder.

2.12 Independent Engineer

The Parties agree that the Independent Engineer shall act as an expert and not as an arbitrator and shall decide those matters referred or reserved to the Independent Engineer under the Connection Agreement by reference to Prudent Electricity Utility Practice using the Independent Engineer's skill, experience and knowledge and with regard to such other matters as the Independent Engineer in the Independent Engineer's sole discretion considers appropriate. The Parties shall supply the Independent Engineer with such documents and information as the Independent Engineer may request. When considering any matter referred or reserved to the Independent Engineer, such documents and information to be supplied within such time limit as the Independent Engineer may specify in the Independent Engineer's request (subject to any extension of time granted at the absolute discretion of the Independent Engineer). The Independent Engineer shall use the Independent Engineer's best endeavours to give the Independent Engineer's decision upon the question referred within fifteen (15) Business Days following its referral

(subject to any extension of time determined by the Independent Engineer at the absolute discretion of the Independent Engineer). The Parties shall share equally the fees and expenses of the Independent Engineer.

In the event that the Independent Engineer ceases to perform the duties as required, then the Parties shall jointly appoint such firm of engineers as they may agree for the purposes of fulfilling the role of the Independent Engineer under the Connection Agreement. The Independent Engineer will be deemed to have ceased to perform his duties if he abandons his post or fails to use best endeavours or does not render a decision on a matter referred to him within a reasonable time. Failing such agreement within five (5) Business Days of either Party serving the other with written notice to concur with the appointment of a firm of engineers, a firm of engineers of international repute shall, on application by either Party in writing to the President, for the time being of the Institution of Engineers of Ireland, be appointed by the President for the purposes of fulfilling the role of the Independent Engineer under the Connection Agreement. The President shall be requested to appoint such a firm of engineers within ten (10) Business Days of such application.

2.13 Intellectual Property Rights

In advance of the commencement of the Commissioning Tests, notwithstanding Clause 13.4 of the General Conditions, where the Contestable Components are to be transferred to TAO, all copyright and other intellectual property rights in the As-Built Records and in any other relevant information, documentation or data which may be reasonably requested by the Company shall be vested in and belong to the Company. The Customer shall not use the As-Built Records for any purpose other than in connection with the Contestable Components or grant a licence of any such intellectual property rights to any third party, without the prior written consent of the Company.

In the event the Contestable Components are retained by the Customer, the Customer shall be deemed, immediately after the Customer's pre-commissioning tests, to give the Company a non-terminable transferable non-exclusive licence to copy, use and communicate the As-Built Records, including making and using modifications of them. The licence shall:

- a) Apply in perpetuity.
- b) Entitle any person in proper possession of the relevant part of the Contestable Components to copy, use and communicate the As-Built Records for the purposes of controlling, operating and/or regulating the Network and Customer's Equipment.
- c) Entitle the Company to provide copies of as-laid maps and drawings showing the Contestable Components to third parties without the consent of the Customer.

3 CONSEQUENCES OF DELAYS

3.1 Delays

If prior to the Commissioning Tests Completion Date, an Affected Party shall be delayed in carrying out any of the Affected Party's works (including, for the

purposes of this Paragraph 3 the Affected Party's Commissioning Tests and Grid Code Tests) by reason of:

- 3.1.1 any act, default or omission on the part of the Defaulting Party or the Defaulting Party's employees, agents, contractors or sub-contractors;
- 3.1.2 in the case of the Company being the Affected Party, any Consent required under Paragraph 2.1 or in the case of the Customer being the Affected Party, any Consent required under Paragraph 2.2, ceasing to be in force, or any condition of such a Consent preventing the Affected Party from performing its obligations save where such condition is the consequence of the negligent actions or omissions of the Affected Party;
- 3.1.3 in the case of the Company, a delay of the nature referred to in Paragraph 1.2; or
- 3.1.4 an event of Force Majeure (to the extent that the Affected Party is relieved of its obligations under the General Conditions),

the Affected Party shall be entitled to have such later date or dates fixed as the Scheduled Works Completion Date and/or (as the case may be) the Scheduled Commissioning Tests Completion Date as may be fair and reasonable in the circumstances provided that the Affected Party notifies the Defaulting Party in writing of such act, default or omission, or event of Force Majeure, within five (5) Business Days of the Affected Party becoming aware of the occurrence giving rise to the delay, together with an estimate of the proposed delay which it will cause the Affected Party. Either Party may refer a dispute between the Parties over what is a fair and reasonable new date to be fixed in the circumstances to an Expert for determination in accordance with the Dispute Resolution Procedure set out in the General Conditions. Once the new date or dates are fixed (by agreement between the Parties or by determination of the Expert) the Construction Programme shall be deemed to be amended as appropriate.

3.2 Notification of Delay

If either Party shall have reason to believe that it is being delayed or will be delayed in carrying out that Party's Connection Works for any reason (whether it is one entitling it to the fixing of a new date under Paragraph 3.1 or not) it shall notify the other Party in writing within five (5) Business Days of its becoming aware of the occurrence giving rise to the delay and of the extent of the actual and/or anticipated delay.

3.3 Consequences of Delay for Parties

Each Party agrees to use all reasonable endeavours to complete the Connection Works by the Scheduled Works Completion Date.

- 3.3.1 Where the Customer has not used all reasonable endeavours to meet its obligations and such failure has resulted in the Connection Works not being completed by the Scheduled Works Completion Date and/or the Scheduled Commissioning Tests Completion Date and/or the Scheduled Transmission Station Compound Works Completion Date then the Customer shall be liable to pay to the Company the costs and/or expenses reasonably incurred by the Company arising from such delays.

- 3.3.2 Except in the circumstances detailed in Paragraph 3.1 or for reasons of Force Majeure, where it appears to the Customer at any time that the actual progress of the design, construction, Commissioning and Testing of the Company's Connection Works is not achieving a major milestone listed in the Construction Programme and provided both parties have already referred to the matter at issue to the Independent Engineer and the Company has failed to comply with the directions of the Independent Engineer the Customer shall be entitled to require the Company to submit to the Customer a report identifying the reasons for the delay and/or to produce and submit to the Customer for its review (where practicable to do so) a revised programme showing the order of procedure and periods consistent with actual progress and necessary to ensure compliance with the programme submitted under Paragraph 2.7 ("Revised Programme").
- 3.3.3 If the Company shall fail to implement the Revised Programme so that it meets any of the major milestones listed therein for a period of thirty (30) Business Days (other than for circumstances outside its reasonable control or otherwise provided for in the Connection Agreement) then the Customer's remedies against the Company for non performance of the Essential Component Works are:-
- 3.3.3.1 refer the matter to the CER and the CER may direct the Company to forthwith perform the Essential Component Works; and/or
 - 3.3.3.2 seek an order for specific performance together with a mandatory injunction in the Courts against the Company for failure to perform the Essential Component Works.

4 COMMISSIONING AND CONNECTION

4.1 Discussions on Commissioning, Grid Code and Capacity Tests

- 4.1.1 As soon as reasonably practicable, but no later than sixty (60) Business Days before the Scheduled Connection Works Completion Date, and in any event no later than the latest date for such meeting specified in the Construction Programme, the Parties shall meet to discuss, in good faith:
- 4.1.1.1 what Commissioning Tests and what Grid Code Tests are required;
 - 4.1.1.2 which Commissioning Tests are to be conducted by each Party, and which Grid Code Tests the Company reasonably requires to witness and/or requires notification as to the results;
 - 4.1.1.3 any requirements of the Parties which must be met before they can carry out their respective Commissioning Tests and, in the case of the Customer, the Grid Code Tests;
 - 4.1.1.4 whether there are any distinct parts of the Customer's Equipment which are capable of being separately Energised;
 - 4.1.1.5 which of one Party's Commissioning Tests must be conducted simultaneously with Commissioning Tests of the other Party; and
 - 4.1.1.6 the Capacity Test if applicable.

- 4.1.2 As soon as reasonably practicable following such meeting, and in any event within ten (10) Business Days of receiving a notice from the other Party (given after the meeting) requiring details of the Party's Commissioning Tests and, in the case of the Company's notice, the Grid Code Tests and if applicable the Capacity Test, each Party shall notify to the other Party reasonable details of the Commissioning Tests and, in the case of the Customer's notification, the Grid Code Tests and if applicable the Capacity Test it proposes to carry out.
- 4.1.3 The Company (acting reasonably) may, within twenty (20) Business Days of receipt of such details from the Customer, notify to the Customer further Customer's Commissioning Tests and/or Grid Code Tests and/or if applicable the Capacity Tests which the Company requires the Customer to carry out on the Customer's Equipment, and the Customer shall be obliged to perform such tests as part of the Customer's Commissioning Tests and/or Grid Code Tests and/or if applicable the Capacity Tests (as the case may be).

4.2 Notice of Requirement to Witness

Each Party shall, within thirty (30) Business Days of the other Party's notice giving details as to the Commissioning Tests and, in the case of the Customer's notice, the Grid Code Tests and if applicable the Capacity Test it proposes to carry out, notify the other Party as to:

- 4.2.1 which of the other Party's Commissioning Tests and, in the case of the Company's notification, the Grid Code Tests and if applicable the Capacity Test it reasonably requires to witness whereupon the other Party shall allow the representatives of the Party giving notice access to its Premises to witness (and, in the case of the Customer's Commissioning Tests, the Grid Code Tests and if applicable the Capacity Test, verify) such Commissioning Tests, Grid Code Tests and if applicable the Capacity Test; and
- 4.2.2 which of the other Party's Commissioning Tests and, in the case of the Company's notification, the Grid Code Tests and if applicable the Capacity Test it requires the results of whereupon the other Party shall, following completion of the test and without delay, notify reasonable details of the test results to the Party giving notice.

4.3 Notice of Further Tests

In the event that, subsequent to a notice given under Paragraph 4.1.2 a Party proposes to carry out a Commissioning Test or, in the case of the Customer, a Grid Code Test and/or if applicable the Capacity Test for which reasonable details were not given in that notice the Party shall, without delay, give to the other Party reasonable details of that Commissioning Test or, in the case of the Customer, the Grid Code Test (as the case may be) it proposes to carry out. The other Party may, within five (5) Business Days of such a notice, notify the proposing Party that it reasonably requires to witness that test or that it requires the results of the test whereupon Paragraph 4.2 shall apply in respect of that test as if it had been so included in the other Party's notice given under Paragraph 4.2.

4.4 Joint Testing

The Company shall, as soon as reasonably practicable, notify (acting reasonably and having regard to the Parties discussions under Paragraph 4.1.1.5) the Customer as to which Joint Commissioning Tests must be conducted. In addition the Company shall, (acting reasonably and without delay), once the Company is satisfied that all the Company's Commissioning Tests (other than Joint Commissioning Tests) and that all the Customer's Commissioning Tests (other than Joint Commissioning Tests) in respect of any distinct (as determined by the Company, acting reasonably and having regard to the Party's discussions under Paragraph 4.1.1.4) part of the Customer's Equipment which is capable of being separately Energised, have been properly and satisfactorily completed (or that none are required in respect of that part) notify to the Customer the date of commencement of each Joint Commissioning Test Date relevant to that part, which date shall be as soon as reasonably practicable thereafter. Each Joint Commissioning Test shall commence on the relevant Joint Commissioning Test Date.

4.5 Notice of Customer's Commissioning Tests

In setting the timing of the Customer's Commissioning Tests, the Grid Code Tests and if applicable the Capacity Test, the Customer shall comply with the requirements of the Grid Code and if applicable the Capacity Test as to testing prior to the Operational Date. Where a Customer's Commissioning Test or a Grid Code Test or if applicable the Capacity Test involves a requirement for Dispatch, the Customer shall not carry out such Commissioning Test or Grid Code Test or if applicable the Capacity Test except as Dispatched in accordance with the Grid Code. Where a Customer's Commissioning Test or a Grid Code Test and if applicable the Capacity Test does not involve a requirement for Dispatch the Customer shall, without limitation to the general obligation set out in this Paragraph 4.5, separately give the Company reasonable advance notice (being not less than fifteen (15) Business Days) of the time and date of carrying out the Customer's Commissioning Tests (other than Joint Commissioning Tests) and the Grid Code Tests. The date and time of such tests shall be re-confirmed not less than three (3) Business Days before the time of carrying out such tests. In the event that, having given such confirmation, the Customer (acting reasonably) determines that such tests must be carried out prior to the time and date previously confirmed because of exceptional circumstances outside his control, then provided the Customer gives the Company reasonable notice of the re-scheduled tests, it shall not be deemed to have failed to give the Company the notices required. In the event of failure by the Customer to give either of the notices required, the Company may notify the Customer that it requires the Customer to repeat or re-schedule any Commissioning Test or Grid Code Test or if applicable the Capacity Test not so notified, whereupon the Customer shall repeat or re-schedule such test having first (in the case of repetition) given the advance notices required by this Paragraph 4.5.

4.6 Repetition of Tests

The Customer shall also (at the Customer's expense, and having first carried out such modifications to the Customer's Equipment as are necessary for the



Customer's Commissioning Tests and/or the Grid Code Tests and/or if applicable the Capacity Tests (as the case may be) to be properly and satisfactorily completed and having given in respect of such repetitions or further tests the notice required by Paragraph 4.5 to be given to the Company) undertake such repetitions of, or further, Customer's Commissioning Tests and/or Grid Code Tests and/or if applicable the Capacity Tests (as the case may be) as are required by the Company (acting reasonably) so that the Company may satisfy itself that the Customer's Commissioning Tests and/or Grid Code Tests and/or if applicable the Capacity Test (as the case may be) have been properly and satisfactorily completed.

4.7 Notice of Company's Commissioning Tests

The Company shall give the Customer reasonable advance notice (being not less than fifteen (15) Business Days) of the time and date of carrying out the Company's Commissioning Tests (other than Joint Commissioning Tests). The time and date of the Company's Commissioning Tests will be confirmed not less than three (3) Business Days before the time of carrying out such tests. In the event that, having given such confirmation, the Company (acting reasonably) determines that such tests must be carried out prior to or after the time and date previously confirmed, then provided the Company gives the Customer reasonable notice of the re-scheduled tests, it shall not be deemed to have failed to give the Customer the notice required. In the event of failure by the Company to give such notice, the Customer may notify the Company that it requires the Company to repeat or re-schedule any Commissioning Test not so notified, whereupon the Company shall repeat or re-schedule such test having first given the advance notice required by this Paragraph 4.7.

4.8 Commencement of Commissioning Tests

Without limiting the other provisions of this Paragraph 4, to the extent that each Party has not done so already, each Party shall commence its Commissioning Tests and proceed to carry them out in accordance with the Connection Agreement, forthwith after the Connection Works Completion Date.

4.9 Declaration of Fitness

The Customer will arrange to have a Declaration of Fitness issued to the Company in respect of any distinct (as determined by the Company, acting reasonably and having regard to the Parties discussions under Paragraph 4.1.1.4) part of the Customer's Equipment which is capable of being separately Energised prior to the implementation of the Commissioning Instructions or at a time to be agreed with the Company.

4.10 Notification of Commissioning Instructions

The Company shall in respect of each part of the Customer's Equipment for which a Declaration of Fitness is to be issued under Paragraph 4.9 and in consultation with the Customer, develop and notify to the Customer the Commissioning Instructions. The Commissioning Instructions shall be completed and notified to the Customer (subject to the Customer having co-operated fully with the Company in developing and implementing the



Commissioning Instructions (which the Customer agrees to do)) not later than the date on which the Declaration of Fitness issues in respect of that part. Both Parties shall be bound to comply with the Commissioning Instructions and for the avoidance of doubt no part of the Customer's Equipment shall be Energised other than by implementation of the Commissioning Instructions.

4.11 Notification of Operating Instructions

The Company shall in consultation with the Customer, develop, and notify to the Customer the Operating Instructions. The Operating Instructions shall be completed and notified to the Customer (subject to the Customer having cooperated fully with the Company in developing the Operating Instructions (which the Customer agrees to do)) not later than the date on which the Company has issued a Declaration of Fitness in respect of every part of the Customer's Equipment and the Company's Site-Related Connection Equipment. Both Parties shall be bound to comply with the Operating Instructions, which shall come into force on the Connection Date.

4.12 Commissioning Tests Completion Date

The Company shall notify the Customer when, in its opinion, the Commissioning Tests Completion Date has been reached provided that the Commissioning Tests Completion Date shall not occur prior to the date on which the Company is satisfied that all Commissioning Tests to be carried out pursuant to this Paragraph 4 (other than Joint Commissioning Tests) have been properly and satisfactorily completed.

4.13 Implementation of Commissioning Instructions

Subject to the Clause 2.4 of the Connection Agreement, the Parties shall, as soon as reasonably practicable, following (but not before) the later of:

- (a) the date on which the Company notifies the Customer that the Company's Commissioning Tests (other than the Joint Commissioning Tests) have been properly and satisfactorily completed (which the Company shall do without delay once it is satisfied as to such completion); and
- (b) the making of a Declaration of Fitness under Paragraph 4.9; and
- (c) the notification of the Commissioning Instructions under Paragraph 4.10,

implement the Commissioning Instructions in respect of the relevant part of the Customer's Equipment (as the case may be).

4.14 Connection Date

The Company shall, as soon as reasonably practicable notify the Customer specifying the Connection Date following the date of completion on which the Commissioning Instructions have to the Company's satisfaction been properly implemented in respect of every part of the Customer's Equipment.



4.15 Capacity Testing / Maximum Export Capacity

This Paragraph 4.15 is only applicable to Customers generating electricity and exporting it to the Transmission System.

- 4.15.1 The Customer warrants that it has declared a true and correct Maximum Export Capacity as detailed in Schedule 2 of the Connection Agreement and represents to the Company that it intends to use all reasonable endeavours to complete the Facility by the Scheduled Operational Date.
- 4.15.2 The Customer understands and agrees that the Company will require the Customer to undertake the Capacity Tests in respect of the Maximum Export Capacity to verify the export capacity of the Facility. The Customer undertakes to carry out such tests as may be required by the Company to meet this requirement.
- 4.15.3 Where, however, the Customer fails the Capacity Tests as defined in the General Conditions, the Customer shall be liable to the Company to pay the Specified Amount and the Company shall be entitled to draw down the MEC Bond to this effect, in accordance with the provisions of the General Conditions.

4.16 Operational Certificate

The Operational Certificate indicates that the Capacity Tests as applicable have been completed and that the Facility has complied with the Grid Code Tests at commissioning. It does not indicate compliance by the Facility including the Customer's Equipment with the Grid Code on a continuous basis thereafter. The Company will issue the Operational Certificate as soon as reasonably practicable and in any event no longer than ten (10) Business Days following the Operational Date.

4.17 Effect of Operational Certificate

The Customer shall not at any time prior to the Operational Date operate the Facility so as to pass electricity on to the Transmission System through the Connection Point or take electricity from the Transmission System through the Connection Point, except as required for the implementation of the Commissioning Instructions, for the purposes of carrying out the Grid Code Tests or for the purpose of carrying out tests on the Generation Unit(s) or as otherwise agreed with the Company. Upon receipt of the Operational Certificate, the Customer may operate the Facility so as to pass electricity on to the Transmission System through the Connection Point or take electricity from the Transmission System through the Connection Point in accordance with the terms of the Connection Agreement, the Grid Code and the Trading and Settlement Code if applicable, subject to the provisions governing Shallow Connection Capacity set out in the Connection Agreement, the Grid Code and the Trading and Settlement Code.

4.18 Deep Operational Date

This Paragraph 4.18 is only applicable to Customers whose Facility is a Power Station which is subject to the Firm/Non-Firm Direction or the Non-Firm Renewables Direction or the Non-Firm Peaking Plant Direction.

When the Company is satisfied that the Deep Operational Date has been achieved, the Company will as soon as reasonably practicable and in any event no longer than ten (10) Business Days thereafter notify the Customer, specifying the time and date the Deep Operational Date was achieved.

4.19 Notification of Personnel Contact Details

The Customer is obliged to provide the Company with the relevant contact details of the personnel authorised to issue Declarations of Fitness on behalf of the Customer and the personnel authorised to undertake switching on behalf of the Customer. If there is any change to the contact details of these personnel, the Customer shall notify the Company of these changes immediately.

5 TRANSFER OF ASSETS

5.1 Transfer of Ownership

The Customer agrees to convey to the TAO for a nominal sum of €1 a freehold interest (if the Customer does not own the freehold, a leasehold interest for a period of not less than 100 years) and grant the necessary wayleave(s) and/or easement(s) to the TAO in those components of the Connection Works as identified in the Offer Letter together with any and all equipment fixed to the land in accordance with the terms of Schedule 12 of the Connection Agreement. The TAO will consider (in line with CER/09/138) a leasehold interest of less than one hundred (100) years on a case by case basis.

For the avoidance of doubt, the Company shall, on behalf of the TAO, ensure that the Customer executes such conveyance as indicated above.

5.2 Warranties to the Company

The Customer warrants to the Company that:

- 5.2.1 All assets constructed by the Customer and subsequently transferred by the Customer to the TAO under the terms of Paragraph 5.1 shall be constructed in accordance with the Connection Agreement and any defects therein shall be remedied by the Customer; and
- 5.2.2 All assets constructed by the Customer and subsequently transferred by the Customer to the TAO under the terms of Paragraph 5.1 shall be fit for the purposes for which they are intended as set out in the Connection Agreement and shall be of merchantable quality and free from defects for a period of twenty four (24) months from the Handover Agreement Effective Date; and
- 5.2.3 All electrical and mechanical works relating to the assets constructed by the Customer and subsequently transferred by the Customer to the TAO under the terms of Paragraph 5.1 shall be free from defects for a period of twelve (12) months from the Handover Agreement Effective Date; and
- 5.2.4 All civil works relating to the assets constructed by the Customer and subsequently transferred by the Customer to the TAO under the terms of Paragraph 5.1 shall be free from defects for a period of five (5) years from the Handover Agreement Effective Date; and
- 5.2.5 All assets constructed by the Customer and subsequently transferred by the Customer to the TAO under the terms of Paragraph 5.1 shall be free from

corrosion for a period of five (5) years from the Handover Agreement Effective Date; and

- 5.2.6 The warranty periods referred to in this Paragraph 5.2 shall be extended by the same period as the respective original warranty and to commence from the date of the rectification of the default should any defect arise within the original warranty period herein provided for and such extension shall apply only to that part of the Contestable Components, Terminal Sub-Station or associated Equipment where the defect has arisen; and
- 5.2.7 The Contestable Components, Terminal Sub-Station and associated Equipment and the sites on which they are located shall be in a good state of repair and condition and shall be fit for purpose and shall be free from all environmental hazards including but not limited to contamination, groundwater pollution, flooding, subsidence, heave or landslip for a period of ten (10) years from the Handover Date; and
- 5.2.8 After Handover of the Site-Related Connection Equipment in accordance with Clause 23.2 of the Connection Agreement General Conditions the Company shall only make a claim against the Customer in relation to a breach of the warranties set out in this Paragraph 5.2 if, and to the extent that, the events giving rise to the breach result directly from negligence of the Customer and/or the Customer is entitled to claim under Manufacturer's Warranties (as defined in Paragraph 5.2.9 below); and
- 5.2.9 The Customer shall obtain manufacturer's warranties from the manufacturer in respect of the Contestable Components (including each and every component part of the Contestable Components) and all other assets constructed by the Customer which may transfer to ESB ("the Manufacturer's Warranties"). The Customer shall ensure that the Manufacturer's Warranties are and remain valid for the warranty periods set out in this Paragraph 5.2.



SCHEDULE 11

Interface Undertaking

The Customer agrees as a counterparty to the Agreement to give and maintain, on its own behalf and on behalf of their officers, employees, agents and contractors, throughout the term of the Agreement and surviving its termination, the following undertaking (“Interface Undertaking”) in favour of the Company in relation to the Customer’s connection to the Transmission System;

1. In this Schedule, the following expressions shall have the following meanings:

“Statutory Instrument” means the European Communities (Internal Market in Electricity) Regulations, 2000 (statutory instrument No. 445 of 2000) as amended by statutory instrument No. 328 of 2003 and by statutory instrument No. 60 of 2005;

“Infrastructure Agreement” means the agreement made on 16 March 2006 pursuant to the requirement of Regulation 18 of the Statutory Instrument that ESB and the Company are required to enter into such agreement for the purpose of enabling the transmission system operator to discharge its functions under the Statutory Instrument.

2. The Customer agrees to comply with the technical requirements for connection to the Transmission System set out in the Agreement and to install protection equipment as required by the Company to protect its facility from faults on the Transmission System.
3. The Customer agrees that ESB is permitted to take any steps it is authorised to take by the Statutory Instrument or the Infrastructure Agreement and the Customer agrees not to make any claim against the ESB in connection with such steps except to the extent that such claim would be permitted under the Agreement if the ESB were a party to that Agreement in place of the Company.
4. The Customer agrees to comply with the ESB Safety Rules and procedures and other requirements reasonably specified by the Company and or ESB to ensure the health and safety of persons coming into contact with, or working in close proximity to, assets forming part of the Transmission System and to ensure that all persons under its control or direction working on or in close proximity to the Transmission System are adequately trained in those requirements.
5. The Customer agrees to grant the ESB access to the Customer’s premises and facilities on reasonable notice and subject to the Customer’s own health and safety requirements for the purpose of enabling the Board to fulfil its obligations under the Infrastructure Agreement.
6. The Customer agrees to permit the Company to give the ESB information about the Customer’s connection to the Transmission System reasonably required by the ESB to fulfil its obligations under the Infrastructure Agreement subject always to the Company’s obligations under the Infrastructure Agreement and the Statutory Instrument.

7. Where the Customer has discovered any fault or other unusual circumstance in relation to its connection to the Transmission System, or in relation to the Transmission System more generally, the Customer will notify both the Company and representatives of the ESB (as designated by the Company) as soon as reasonably possible.
8. The Customer agrees to ensure that public liability insurance is procured and maintained by the Customer in accordance with the Agreement extends to damage suffered by the ESB and its officers, employees, agents and contractors.
9. The Customer agrees that except in the case of claims in respect of death and personal injury, and to the extent permitted by law, not to make, and to waive its rights now and for the future in respect of, any claim against the ESB or any of its directors, officers, employees, agents or contractors for any loss, damage, cost, claim, demand, suit, liability, fine, penalty or expense, whether based in contract, tort, breach of duty or on any other grounds, in connection with the Customer's connection to the Transmission System except for any such claim that, had the ESB been a party to the Agreement in place of the Company, it would have been entitled to claim against the ESB under the terms of the Agreement, and then subject to the ESB being entitled to rely on the limitations and exclusions of liability and indemnities available to a party to the Agreement in the position of the Company.
10. The Customer agrees that except in the case of claims in respect of death and personal injury and other liability that cannot, by law, be excluded or limited, and without prejudice to paragraph 9 above and paragraph 11 below or to any right of indemnity in the Agreement, not to make any claim against the ESB arising from any act or omission of the ESB or its officers, agents, employees or contractors in respect of any loss, damage, claim, liability, cost or expense in respect of:
 - a) physical damage being occasioned to the property of the Customer, its officers, employees or agents; or
 - b) the liability of the Customer to any other person for loss in respect of physical damage caused directly to the property of such other person; or
 - c) the disconnection or de-energisation of the Customer's connection in circumstances permitted under the Agreement; or
 - d) negligence or breach of statutory duty on the part of the ESB or of any of its officers, employees, agents, or contractors; or
 - e) any other matter connected with the Customer's connection to the Transmission System or with the Agreement

for an amount in respect of any one event in excess of the Connection Liability Amount and further, for an amount in respect of all events during the term of the Agreement in excess of the Connection Liability Cap.

11. The Customer agrees that except in the case of claims in respect of death or personal injury and without prejudice to paragraphs 9 and 10 above or to any rights of indemnity in the Agreement, not to make any claim against the ESB or its directors, officers, employees, contractors or agents for, and to waive its rights now and for the future in respect of, any:

- a) indirect or consequential loss, punitive, special, exemplary or incidental damages;
- b) loss of profit, loss of use, loss of contract, loss of goodwill or loss of revenue;
- c) loss damage, cost, demand, suit, liability, fine, penalty or expense whether incurred by the Company or any other person in respect of constraints on the transportation of electricity using the Transmission System or entry to or exit from the Transmission System howsoever arising and including whether due to the size of the Transmission System, planned or unplanned outages, faults, unavailability or arising through the operation of any code or contract;
- d) loss resulting from the liability of the Customer to any other person howsoever and whensoever arising save as expressly provided in 10(b) above,

regardless of whether suffered by the Customer or not and regardless of whether such a claim is based on contract, warranty, tort (including negligence), breach of duty, strict liability or any other legal or equitable principle.

12. The Company in accordance with the terms of clause 6 of the Infrastructure Agreement is required to ensure that the Customer gives and maintains an Interface Undertaking to the Company in the form and in accordance with the terms of Schedule 11 of this Agreement. This Interface Undertaking shall be given in favour of the Company and enforceable as a contract by the Company against the Customer for the purpose of ensuring that the legitimate interest of ESB as a owner of the Transmission System is protected.

IN WITNESS WHEREOF the Company and the Customer have caused this Interface Undertaking to be executed on date above first herein written.

Signed for and on behalf of:-

Signed by:
Michael Mahon
370E39F11D8F4A4

EIRGRID PLC.

Print Company Signatory Name in Block Capitals:

Michael Mahon

DocuSigned by:
JAMES MOLONEY
B27C7BAC707145D

AMAZON DATA SERVICES IRELAND LIMITED

Print Customer Signatory Name in Block Capitals:

JAMES MOLONEY



SCHEDULE 12

Transfer of Ownership

Checklist of requirements to transfer ownership of site and equipment and/or rights over land to ESB as Transmission Asset Owner (TAO)

Please note that this Schedule 12 and in particular the template deeds set out in the attached Annexes may be subject to change from time to time.

1. IMMEDIATELY AFTER PLANNING PERMISSION/APPROVAL HAS BEEN GRANTED

The Customer is required to furnish copies of full planning permission/approval documentation in respect of the site/equipment/rights over land to be transferred as soon as reasonably possible after full and final planning permission/approval has been granted (where the Customer has applied for planning permission/approval). The Customer shall use reasonable endeavours to ensure that planning permission/approval is not limited in time. In the event that planning permission/approval is limited in time, the Customer will be required to put in place a bond covering the cost of decommissioning and re-instatement. This bond is to be put in place prior to physical works/construction commencing.

2. ONE MONTH AFTER THE CONSENTS ISSUE DATE

The Customer is required to produce to the Company, for the benefit of the TAO, the following items **no later than one month after the Consents Issue Date:-**

2.1. Satisfactory title documentation as follows:

- 2.1.1. Where title is registered, original, up-to-date (to within 6 months), certified copy folio(s) and filed plan(s) showing ownership of site.
- 2.1.2. Where title is unregistered (Registry of Deeds) a certified copy of the Original Deed of Conveyance, Lease or Assignment and such prior title as would be required to establish good and marketable title in accordance with current recommendations from the Law Society Conveyancing Committee.

Freehold transfer to the TAO of ownership of the site is required **free of conditions or obligations**. Where it is not possible to transfer a freehold interest, a leasehold interest, free from any user restrictions, of at least one hundred (100) years will be accepted. Please note where leasehold interest is being given, the original lease and assignment if any and the landlord's [and head landlord's] consent to assign/to alterations/ to change of user will be required.

In line with CER/09/138 the TAO will consider, on a case by case basis, a leasehold interest of less than one hundred (100) years. Additionally, and in line with CER/13/145, the TAO will consider whether certain conditions or obligations are allowable.

Where a query on the acceptability of title has been raised, the Company will endeavour to respond to the query within twenty (20) Business Days. In some cases the initial response will be that additional time is required. In such cases a timeframe for addressing the query will be advised.

The Customer is advised to notify the Company as soon as reasonably possible if it is envisaged that there may be difficulty in meeting these requirements.

2.2. All relevant maps □

Where the site is owned by an individual, the Customer is required to furnish all relevant maps, conforming to the requirements set out below, in relation to the transfer of ownership of the site and equipment and/or rights over land. The Company will facilitate the TAO in verifying the relevant maps.

Map requirements:-

- 2.2.1. the most up to date OS mapping for the area (the most up to date map for each area can be checked out online at www.osismartmaps.ie or www.osi.ie).
 - 2.2.2. the map must be produced with the new ITM coordinate system.
 - 2.2.3. the map must be produced on the largest scale map available.
 - 2.2.4. the map must be produced in CAD form (in compliance with PRA CAD requirements available on the Property Registration Authority - website www.prai.ie). In the event that the Customer cannot obtain approval from the PRA to provide the maps in CAD format, alternative forms (e.g. hard copy or pdf) will be considered.
 - 2.2.5. permission must be obtained by the Customer from OSi to include the OSi data, under licence, in CAD format for the transfer to the Company.
 - 2.2.6. where a query on the acceptability of maps has been raised, the Company will endeavour to respond to the query within twenty (20) Business Days. In some cases the initial response will be that additional time is required. In such cases a timeframe for addressing the query will be advised.
 - 2.2.7. The map must show the following:
 - a) site to be transferred outlined in red;
 - b) right of way from public road to be shown shaded yellow;
 - c) where an overhead line (easement) is required the area of the easement is to be marked hatched blue in accordance with standard industry practice [specific minimum easement widths for standard Deeds of Grant are set out in Annex 4]; and
 - d) where an underground cable (wayleave) is required the line is to be marked blue.
- 2.3.** The Customer must procure from third parties the requisite rights of wayleave, easement and access (rights of way) where it is necessary for overhead lines, cable routes or access routes to traverse third party lands. Rights shall be granted, without conditions or obligations, to TAO. Without prejudice to paragraph 2.4 (below), all such rights must be acquired by way of Deed and must be in the format of the template Deeds attached at Annex 2 (Deeds A & B). Where a final route has not yet been established, draft agreements must be provided.
- Where appropriate the acquired rights must be transferred to the TAO on completion of legal transfer and in the format of the template Deeds attached at Annex 3 (Deed C).
- 2.4.** Where lines are contestably built, the Customer may opt to serve section 53 wayleave notices, instead of acquiring deeds by agreement with third parties, once they have obtained CER consent. In the event that the Customer opts to serve such notices, the

Customer shall transfer all rights acquired under these notices to the TAO (see template Deed D attached at Annex 4). The Customer shall also be required to furnish copies of such section 53 notices to the Company for the benefit of the TAO.

3. WITHIN SIX MONTHS OF CONSENTS ISSUE DATE AND IN ANY EVENT PRIOR TO ENERGISATION

The Customer is required to produce to the Company, for the benefit of the TAO, the following items **no later than six months after the Consents Issue Date and in any event prior to Energisation:-**

3.1. A Contract for Sale, in form agreed with TAO, duly executed by the Customer

The Contract for Sale is subject to satisfactory title being furnished. The Customer will be required to enter into the Contract for Sale with the TAO to cover:-

3.1.1. Sale of the **site** to the TAO including the equipment specified by the Company (where the Customer is to retain ownership of equipment or components located on the land to be transferred to the TAO then a schedule reserving ownership and access to the list of components should be included in the Transfer Deed).

3.1.2. Transfer of requisite **wayleaves, easements and rights of way** (and including the equipment, where applicable) to the TAO where it is necessary for overhead lines, cable routes or access routes to traverse third party property including public highways. Where a final route has not yet been established, for overhead lines, cable routes or access routes, the Contract for Sale may be executed based on draft agreements however maps must be finalised before Energisation can take place.

There will be a special condition in the Contract for Sale allowing for the contract to be rescinded in the event of any of the following: -

- a) Failure to fulfil material Connection Agreement requirements; and
- b) Where contestably built and there is no CER direction to transfer assets to the TAO.

For the avoidance of doubt where the Contract for Sale was based on draft route location the Customer will be required to provide final agreements and maps, to be agreed between the Customer and TAO prior to Energisation.

The terms of the Contract for Sale, including the special condition referred to above, shall be negotiated in good faith between the parties and, in default of agreement, may be referred for independent determination by an expert appointed by agreement or (in default of agreement) nominated by the President of the Law Society of Ireland.

4. COMPLETION OF LEGAL TRANSFER

4.1. The Customer shall complete the transfer of legal ownership to the TAO by the latest of:

- a) **four weeks** after the CER making a direction (where required) to transfer ownership as per Section 37(4) Electricity Regulation Act, 1999; or
- b) where assets are contestably built **eight weeks** post Energisation, following successful completion of Commissioning Tests.

- 4.2. The following is a non-exhaustive list of closing requirements that the Customer is required to produce to the Company, for the benefit of the TAO, on completion:-
- 4.2.1. Executed Deed of Assurance from the Customer to the TAO in respect of the site(s) and equipment, in the form of the TAO standard template (attached at Annex 5) and tax type and number details of Customer (for stamping purposes).
 - 4.2.2. Where appropriate, Transfer by Deed to the TAO of rights acquired in respect of Easements for overhead lines and Wayleaves for underground cables (in the form of the TAO standard templates attached).
 - 4.2.3. Certification in the current Law Society recommended format that the sale of the site is not affected by the Family Home Protection Act or S. 72 burdens (if relevant).
 - 4.2.4. Confirmation that the property is free from encumbrances (except as otherwise agreed), charges, sub-lettings and all legal mortgages and procure confirmation of consent from all chargees (if any) for wayleaves and easements.
 - 4.2.5. Give Solicitor's undertaking to give reasonable assistance with Property Registration Authority queries raised in connection with the TAO's obligation to register its title.
 - 4.2.6. Confirmation that this property is not subject to any lease or licence in favour of a third party.
 - 4.2.7. Confirmation that there are no deaths or voluntary dispositions on the title within the past twelve years.
 - 4.2.8. Detailed description of equipment on the land (specified by the Company) to be transferred to the TAO.
 - 4.2.9. Where the vendor is a company, a copy Certificate of Incorporation and Memorandum & Articles of Association.
 - 4.2.10. Where leasehold title is given, the original lease and assignment if any and the landlord's [and head landlord's] consent to assign / to alterations / change of user will be required.
 - 4.2.11. Certificate(s) of Compliance with planning permission/approval (where contestably built).
 - 4.2.12. Customer's VAT details where VAT is deemed chargeable.

Annex 1

Minimum Easement and Wayleave Widths

1. Minimum Easement Widths – Overhead Lines

Forestry

MV and 38kV Lines – 20m corridor (10m either side of the line)

110kV Lines – 61m corridor (30.5m either side of the line)

220kV Lines – 68m corridor (34m either side of the line)

400kV Lines – 74m corridor (37m either side of the line)

Within these corridors trees are allowed to grow to a maximum height of 3m (as per the ESB/IFA Agreement). However, a 4m maintenance access corridor directly under the line must be left clear at all times to allow ESB access. Any trees which grow above 3m are to be cut or lopped by the landowner at his expense or, if not, by ESB and the cutting costs recovered from the landowner.

Building

Generally building easements are only purchased under 110kV lines and upwards.

The widths can vary but the following minimum widths usually apply:

110kV Lines – 46m corridor (23m either side of the line)

220kV and 400kV Lines – 60m corridor (30m either side of the line)

2. Minimum Wayleave Widths – Underground Cables

10kV/20kV – 2m corridor (1m either side of the cable)

38kV – 4m corridor (2m either side of the cable)

110kV Single Circuit 4m (centred on the trefoil group)

110kV Double Circuit 5m (centred between trefoil groups which are at 500mm centres)

220kV Single Circuit 4m (centred on centre phase)

220kV Double Circuit (this situation doesn't normally arise as these circuits would normally require 4m separation)

Where two circuits are required with 4m separation the wayleave width will be 8m total. This allows for 4m separation between circuits and an additional 2m either side of the circuit to allow for future jointing, maintenance etc. Where three circuits are required the wayleave will be 12m and so on.

Annex 2

Deed A

Acquisition of Overhead Easement by agreement between the Customer and landowner

[Easement for Contestable Line – Overhead Line]

LAND REGISTRY

COUNTY

FOLIO

DEED dated made the day of 20

BETWEEN

- (1) _____ [of / a company incorporated in the State under register number having its registered office at] in the County of (hereinafter called “the Grantor” which expression shall where the context so admits or requires include [his/her/its] [executors administrators heirs and assigns / successors and assigns]) of the First Part;
- (2) _____ [of / a company incorporated in the State under register number having its registered office at] in the County of (hereinafter called “the Grantee” which expression shall where the context so admits or requires include [his/her/its] [executors administrators heirs and assigns / successors and assigns]) of the Second Part; and
- (3) the ELECTRICITY SUPPLY BOARD a Statutory Corporation having its principal office at Lower Fitzwilliam Street in the City of Dublin (hereinafter called “the Board” which expression shall where the context so admits or requires include its successors and assigns) of the Third Part.

RECITALS:-

- A. The Grantor [is/are] the registered owner of the lands comprised in Folio of the Register of Freeholders of the County of (hereinafter called “the Lands”).
- B. In the Electricity (Supply) Act, 1927 as amended (hereinafter called “the Act of 1927”) and in these presents the expression “electric line” wherever it occurs shall be construed and have effect and be deemed always to have had effect as meaning a wire or wires, conductor, or other means used for the purpose of conveying, transmitting, or distributing electricity and as including any transforming or other apparatus connected with any such wire or wires, conductor, or other means, and as including also any easing, coating, covering, tube, pipe, or insulator surrounding any such wire or wires, conductor, or other means or any such apparatus, and as including also any post, pole, stay, erection, or structure supporting any one or more of the things hereinbefore mentioned.
- C. Under and by virtue of Section 53 of the Act of 1927 the Board and any authorised undertaker is entitled to place any electric line above or below ground across any land not being a street, road, railway, or tramway and to attach to any wall, house, or other building any bracket or other fixture required for the carrying or support of an electric line or any electrical apparatus.
- D. The Grantee [intends to place / has placed] a kV electric line (hereinafter called “the Line”) on the Lands as shown with a line on the map annexed hereto.
- E. The Grantee is the holder of an authorisation within the meaning of Section 49 of the

Electricity Regulation Act, 1999 and is entitled under the aforesaid Section 49 to apply for consent of the Commission for Energy Regulation to exercise the powers of the Board under the aforesaid Section 53 of the Act of 1927.

- F. [To avoid the necessity of exercising the Section 53 procedure the Grantor, in consideration of the payment by the Grantee to the Grantor of the sum of _____ euro (€ _____), has agreed with the Grantee to grant the wayleave hereinafter described to Grantee [to the intent that such wayleave shall correspond with the powers exercisable by the Grantee or the Board under the aforesaid Section 53 and may be freely assigned and transferred (including without limitation to the Board) [along with ownership of the Line]].
- G. The Grantor, the Grantee and the Board have entered into these presents to the intent that the same shall be in full and final settlement of any and all claims (including for the avoidance of doubt any compensation claim under the aforesaid Section 53 of the Act of 1927) that the Grantor may have against the Grantee or the Board or either of them arising out of or in connection with the erection of the line.

NOW THIS DEED WITNESSES as follows:-

1. In pursuance of the said Agreement and in consideration of the sum of _____ euro (€ _____) now paid by the Grantee to the Grantor (the receipt of which the Grantor hereby acknowledges) the Grantor the registered owner of the Lands as beneficial owner HEREBY GRANTS to the Grantee [its successors and assigns / his/her executors administrators heirs and assigns] all that and those the rights liberties and licence specified in the First Schedule hereto in over and upon the Lands to hold the same unto the Grantee in fee simple [and the Grantor hereby acknowledges that the said rights liberties and licence shall enure for the benefit of the Grantee [its successors and assigns / his/her executors administrators heirs and assigns] and may be freely assigned (including without limitation to the Board) [along with ownership of the Line].
2. *[Insert **one** of the following two Covenant clauses, as applicable:-]*
[For a standard overhead line not affected by a forestry plantation, insert the following:]
 2. The Grantor hereby covenants with the Grantee, to the intent that such covenant shall bind and run with the Lands and any part thereof, not to permit any tree, shrub or hedge grow and not to erect any building structure or erection or to place any concrete or similar surface or foundation or to carry out any excavation or development under, or on, or within a distance of _____ metres on either side of the straight line joining the centres of the bases of any two consecutive posts pillars or other erections nor within a distance of _____ metres on either side of the centre of any installation placed on the lands in exercise of the right granted as aforesaid nor under or on any part of the lands hatched in blue on the map annexed hereto and the Grantor hereby acknowledges that the benefit of this covenant may be freely assigned by the Grantee (including without limitation to the Board) [along with ownership of the Line] and the Grantor further acknowledges that the restriction aforesaid on [his/her/its] rights in respect of the Lands is a necessary incident of and is essential to the exercise of the rights granted pursuant to paragraph 1 above.

[OR]

[when dealing with an overhead line going through a forestry plantation, insert the following;]

- 2 The Grantor hereby consents with the Grantee, to the intent that such covenant shall bind and run with the Lands and any part thereof;-

2.1 [If the line is a 10Kv, 20kV or 38kV line, use the following clause 2.1:]

2.1 Not to permit any tree, shrub or hedge to grow within a distance of two metres on either side of the straight line joining the centres of the bases any two consecutive posts pillars or other erections nor within a distance of two metres on either side of the centre of any installation placed on the lands in exercise of the right granted as aforesaid.

[or]

2.1 [If the line is a 110kV, 220kV or 400kV line, use the following clause 2.1:]

2.1 Not to permit any tree, shrub or hedge to grow within a distance of four metres to one side of the supporting line structures placed on the lands in exercise of the right granted as aforesaid.

2.2 Subject as above not to permit any tree, shrub or hedge to grow more than three metres in height or to obstruct the Grantee's right of entry on the lands within a distance of metres on either side of the straight line joining the centres of the bases of any tow consecutive posts pillars or other erections nor within a distance of metres on either side of the centre of any installation placed on the lands in exercise of the right granted as aforesaid nor under or on any part of the lands hatched in blue on the map annexed hereto.

2.3 In the event of any tree, shrub or hedge growing in breach of the foregoing covenant the Grantor at the request of the Grantee shall cut or lop the tree shrub or hedge at the Grantor's own expense.

2.4 In default of the Grantor cutting or lopping a tree shrub or hedge when requested to do by the Grantee or in the event of an emergency the Grantee shall be entitled to cut or lop the tree shrub or hedge growing in breach of the foregoing covenant and to recover the costs of so doing form the Grantor.

2.5 The Grantor hereby acknowledges that the benefit of this covenant may be freely assigned by the Grantee (including without limitations to the Board) [along with ownership of the Line] and the Grantor further acknowledges that the restriction aforesaid on [his/her/its] rights in respect of the Lands is a necessary incident of and is essential to the exercise of the rights granted pursuant to paragraph 1 above.

3 The Grantor hereby agrees that the payment of the sum referred to in paragraph 1 above is in full and final settlement of all claims against the Grantee and the Board and either of them (including without limitation any compensation claim under Section 53 of the Act of 1927) in respect of the placing of the Line and all associated posts pillars pylons steel masts wooden structures and other equipment and installations and other things.

IT IS HEREBY CERTIFIED that section 29 (conveyance on sale combined with building agreement for dwelling house/apartment) of the Stamp Duties Consolidation Act, 1999, does not apply to this instrument.

IT IS HEREBY FURTHER CERTIFIED that the consideration (other than rent) for the sale/lease is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to property which is not residential property exceeds €10,000 / €20,000 / €30,000 / €40,000 / €70,000 / €80,000.

FIRST SCHEDULE

RIGHTS AND PRIVILEGES HEREBY GRANTED BY THE GRANTOR TO THE GRANTEE

- (a) Full and free right liberty and licence for the Grantee its servants agents contractors and workmen to place erect and lay and forever to retain the Line [together with all associated posts pillars pylons steel masts wooden structures and other equipment and installations to carry wires cables or other things necessary for the transmission of electricity in over or under the strip of Land more particularly described in the Second Schedule.
- (b) Full and free right liberty and licence for the Grantee its servants agents contractors and workmen to enter upon the Lands at all times with or without vehicles and all necessary equipment plant and apparatus for the purpose of inspecting repairing renewing replacing and maintaining the Line and including any wires cables and other things now or to be so erected or installed to enter upon the said portion of the Lands hatched in blue on the said map in pursuance of the rights granted by these presents doing thereby as little damage as possible and making compensation for any damage thereby caused but not being responsible for any temporary inconvenience caused by any such work.
- (c) Full and free right liberty and licence for the Grantee its servants agents contractors and workmen to enter upon the Lands at all times with or without vehicles and all necessary equipment plant and apparatus to open the ground within that portion of the Lands described in paragraph (a) of this First Schedule for such purposes as may be required and reinstating the same to the reasonable satisfaction of the Grantor.

SECOND SCHEDULE

STRIP OF THE LANDS IN RESPECT OF WHICH RIGHTS OF THE GRANTOR ARE RESTRICTED

All that and those part of the Lands as shown on the map annexed hereto and thereon hatched in blue

SIGNED AND DELIVERED

by the said **GRANTOR**

in the presence of:-

SIGNED AND DELIVERED

by the said **GRANTEE**

in the presence of:-

PRESENT when the Common Seal of the **ELECTRICITY SUPPLY BOARD** was affixed hereto:-

Deed B

Acquisition of underground cable wayleave by agreement between the Customer and landowner

[Wayleave for Contestable Line – Subterranean Cables]

LAND REGISTRY

COUNTY

FOLIO

DEED dated the day of 20

BETWEEN

- (1) _____ [of / a company incorporated in the State under register number having its registered office at] in the County of (hereinafter called “the Grantor” which expression shall where the context so admits or requires include [his/her/its] [executors administrators heirs and assigns / successors and assigns]) of the First Part;
- (2) _____ [of / a company incorporated in the State under register number having its registered office at] in the County of (hereinafter called “the Grantee” which expression shall where the context so admits or requires include [his/her/its] [executors administrators heirs and assigns / successors and assigns]) of the Second Part; and
- (3) the ELECTRICITY SUPPLY BOARD a Statutory Corporation having its principal office at Lower Fitzwilliam Street in the City of Dublin (hereinafter called “the Board” which expression shall where the context so admits or requires include its successors and assigns) of the Third Part.

RECITALS:-

- A. The Grantor [is/are] the registered owner of the lands comprised in Folio of the Register of Freeholders of the County of (hereinafter called “the Lands”).
- B. In the Electricity (Supply) Act, 1927 as amended (hereinafter called “the Act of 1927”) and in these presents the expression “electric line” wherever it occurs shall be construed and have effect and be deemed always to have had effect as meaning a wire or wires, conductor, or other means used for the purpose of conveying, transmitting, or distributing electricity and as including any transforming or other apparatus connected with any such wire or wires, conductor, or other means, and as including also any easing, coating, covering, tube, pipe, or insulator surrounding any such wire or wires, conductor, or other means or any such apparatus, and as including also any post, pole, stay, erection, or structure supporting any one or more of the things hereinbefore mentioned.
- C. Under and by virtue of Section 53 of the Act of 1927 the Board and any authorised undertaker is entitled to place any electric line above or below ground across any land not being a street, road, railway, or tramway and to attach to any wall, house, or other building any bracket or other fixture required for the carrying or support of an electric line or any electrical apparatus.
- D. The Grantee [intends to place / has placed] a kV electric line (hereinafter called “the Line”) on the Lands as shown with a line on the map annexed hereto.
- E. The Grantee is the holder of an authorisation within the meaning of Section 49 of the Electricity Regulation Act, 1999 and is entitled under the aforesaid Section 49 to apply for consent of the Commission for Energy Regulation to exercise the powers

of the Board under the aforesaid Section 53 of the Act of 1927.

- F. To avoid the necessity of exercising the Section 53 procedure the Grantor, in consideration of the payment by the Grantee to the Grantor of the sum of euro (€), has agreed with the Grantee to grant the wayleave hereinafter described to Grantee [to the intent that such wayleave shall correspond with the powers exercisable by the Grantee or the Board under the aforesaid Section 53 and may be freely assigned and transferred (including without limitation to the Board) [along with ownership of the Line].
- G. The Grantor, the Grantee and the Board have entered into these presents to the intent that the same shall be in full and final settlement of any and all claims (including for the avoidance of doubt any compensation claim under the aforesaid Section 53 of the Act of 1927) that the Grantor may have against the Grantee or the Board or either of them arising out of or in connection with the erection of the line.

NOW THIS DEED WITNESSES as follows:-

- 4 In pursuance of the said Agreement and in consideration of the sum of euro (€) now paid by the Grantee to the Grantor (the receipt of which the Grantor hereby acknowledges) the Grantor the registered owner of the Lands as beneficial owner HEREBY GRANTS to the Grantee [its successors and assigns / his/her executors administrators heirs and assigns] all that and those the rights liberties and licence specified in the First Schedule hereto in over and upon the Lands to hold the same unto the Grantee in fee simple [and the Grantor hereby acknowledges that the said rights liberties and licence shall enure for the benefit of the Grantee [its successors and assigns / his/her executors administrators heirs and assigns] and may be freely assigned (including without limitation to the Board) [along with ownership of the Line].
- 5 The Grantor hereby covenants with the Grantee, to the intent that such covenant shall bind and run with the Lands and any part thereof, not to erect any building structure or erection or to place any concrete or similar surface or foundation or to carry out any excavation or development under or on that portion of the Lands more particularly described in the Second Schedule hereto and the Grantor hereby acknowledges that the benefit of this covenant may be freely assigned by the Grantee (including without limitation to the Board) [along with ownership of the Line] and the Grantor further acknowledges that the restriction aforesaid on [his/her/its] rights in respect of the Lands is a necessary incident of and is essential to the exercise of the rights granted pursuant to paragraph 1 above.
- 6 The Grantor hereby assents to the registration of the rights hereby created as burdens on the said Folio of the Register County .
- 7 The Grantor hereby agrees that the payment of the sum referred to in paragraph 1 above is in full and final settlement of all claims against the Grantee and the Board and either of them (including without limitation any compensation claim under Section 53 of the Act of 1927) in respect of the placing of the Line and all associated posts pillars pylons steel masts wooden structures and other equipment and installations and other things.

IT IS HEREBY CERTIFIED that section 29 (conveyance on sale combined with building agreement for dwellinghouse/apartment) of the Stamp Duties Consolidation Act, 1999 does not apply to this instrument as it does not effect a sale or lease of land.

IT IS HEREBY FURTHER CERTIFIED that the consideration (other than rent) for the sale/lease is wholly attributable to property which is not residential property and that the

transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to property which is not residential property exceeds €10,000 / €20,000 / €30,000 / €40,000 / €70,000 / €80,000.

FIRST SCHEDULE

RIGHTS AND PRIVILEGES HEREBY GRANTED BY THE GRANTOR TO THE GRANTEE

- 1 The right of laying cables, and forever keeping same laid and maintained, below the surface of that part of the Lands comprising a strip metre(s) wide as more particularly described in the Second Schedule hereto.

2. Full right and liberty for the Grantee its agents and/or contractors, including the Customer, with or without plant and apparatus to enter upon the said Lands and open the ground, for the purpose of

2.1 laying such cables, connections and fittings for carrying same through and under the Lands, and

2.2 from time to time as may be necessary and without notice in the case of emergency, for the purpose of inspecting, repairing, maintaining, relaying and renewing the said cables, connections and fittings and so forth,

and reinstating the same to the reasonable satisfaction of the Grantor and not being responsible for any temporary inconvenience caused by any such work.

SECOND SCHEDULE

STRIP OF THE LANDS IN RESPECT OF WHICH RIGHTS OF THE GRANTOR ARE RESTRICTED

All that and those the Lands comprising a strip metre(s) wide shown on the map hereto annexed and thereon marked "A - B" and coloured in blue

SIGNED AND DELIVERED

by the said GRANTOR

in the presence of:-

SIGNED AND DELIVERED

by the said GRANTEE

in the presence of:-

[REDACTED]

PRESENT when the Common Seal of
the ELECTRICITY SUPPLY BOARD
was affixed hereto:-



Annex 3

Deed C

**[Deed of Transfer from the Customer to ESB of Contestable Line with Easement /
Wayleave created by Deed of Grant A or B]**

LAND REGISTRY

COUNTY

FOLIO

DEED dated the day of 20

BETWEEN

- (1) _____ [of / a company incorporated in the State under register number having its registered office at] in the County of (hereinafter called “the Assignor” which expression shall where the context so admits or requires include his/her/its executors administrators heirs and assigns / successors and assigns) of the First Part; and
- (2) the ELECTRICITY SUPPLY BOARD a Statutory Corporation having its principal office at Lower Fitzwilliam Street in the City of Dublin (hereinafter called “the Board” which expression shall where the context so admits or requires include its successors and assigns) of the Second Part.

RECITALS:-

- A. In the Electricity (Supply) Act, 1927 as amended (hereinafter called “the Act of 1927”) and in these presents the expression “electric line” wherever it occurs shall be construed and have effect and be deemed always to have had effect as meaning a wire or wires, conductor, or other means used for the purpose of conveying, transmitting, or distributing electricity and as including any transforming or other apparatus connected with any such wire or wires, conductor, or other means, and as including also any easing, coating, covering, tube, pipe, or insulator surrounding any such wire or wires, conductor, or other means or any such apparatus, and as including also any post, pole, stay, erection, or structure supporting any one or more of the things hereinbefore mentioned.
- B. Under and by virtue of Section 53 of the Act of 1927 the Board and any authorised undertaker is entitled to place any electric line above or below ground across any land not being a street, road, railway, or tramway and to attach to any wall, house, or other building any bracket or other fixture required for the carrying or support of an electric line or any electrical apparatus.
- C. The Assignor is the holder of an authorisation within the meaning of Section 49 of the Electricity Regulation Act, 1999. and is entitled to apply for the consent of the Commission for Energy Regulation to exercise the powers of the Board under the aforesaid Section 53 of the Act of 1927
- D. To avoid the necessity of exercising the Section 53 procedure a deed of grant dated was entered into between (hereinafter called “the Owner”) of the first part, the Assignor of the second part and the Board of the third part, the Owner, the registered owner of the Lands, for the valuable consideration therein recited and granted unto the Assignor full and free right liberty and licence for the Assignor to place and retain an electric line in under or over the portion of the Lands therein specified and for the purpose of inspecting repairing renewing replacing and

maintaining the same to enter upon the Lands doing thereby as little damage as possible and to open the ground within the portion of the Lands aforesaid (hereinafter called "the Wayleave"), to the intent that the Wayleave should correspond with the powers exercisable by the Assignor under the aforesaid Section 53 of the Act of 1927 and further to the intent that the Wayleave should be freely assignable by the Assignor (including without limitation to the Board).

- E. The Assignor has placed an electric line over the lands comprised in Folio _____ of the Register of Freeholders of the County of _____ (hereinafter called "the Lands").
- F. By the deed of grant dated [date] aforesaid, the Owner as registered owner of the Lands covenanted (hereinafter called "the Covenant") to keep with the strip of land described in the Second Schedule hereto and thereto free from growth, erections or development and said Covenant is more particularly described in the aforesaid deed of grant. It was agreed that the Covenant should bind and run with the Lands and any part thereof, to the intent and the Owner thereby acknowledging that the benefit of the Covenant should be freely assignable by the Assignor (including without limitation to the Board) and the Owner further acknowledging that the Covenant was and is a necessary incidents of and was and is essential to the exercise of the rights comprised in the Wayleave.
- G. The Assignor placed an electric line on over or under the Lands as shown with a _____ line on the map annexed hereto [together with associated posts pillars pylons steel masts wooden structures and other equipment and installations to carry wires cables or other things necessary for the transmission of electricity] (hereinafter called "the Line").
- H. The Wayleave and the Covenant were registered as [a burden / burdens] on the said Folio _____ of the Register of Freeholders of the County of _____ and the Assignor is the registered owner of the said burden[s].
- I. The Assignor has agreed with the Board for and the Commission has authorised the transfer and assignment by the Assignor to the Board of the Line together with the Wayleave and the benefit of the Covenant on the terms hereinafter appearing.

NOW THIS DEED WITNESSES as follows:-

In pursuance of the said Agreement and in consideration of the sum of _____ euro (€ _____) now paid by the Board to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor, as beneficial owner, HEREBY TRANSFERS to the Board the Line and further as registered owner and as beneficial owner TRANSFERS ASSIGNS GRANTS AND CONVEYS unto the Board its successors and assigns all its full right title interest privilege and licence of whatever kind in over and in respect of the Lands and including the Wayleave together with the benefit of the Covenant.

IT IS HEREBY CERTIFIED that section 29 (conveyance on sale combined with building agreement for dwelling house/apartment) of the Stamp Duties Consolidation Act, 1999, does not apply to this instrument as it does not effect a sale or lease of land.

IT IS HEREBY FURTHER CERTIFIED that the consideration (other than rent) for the sale/lease is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to property which is not residential property exceeds €10,000 / €20,000 / €30,000 / €40,000 / €70,000 / €80,000.

FIRST SCHEDULE

RIGHTS AND PRIVILEGES HEREBY GRANTED BY THE GRANTOR TO THE GRANTEE

[As per schedule attached to Deed A for overhead easement or Deed b for underground cable

SECOND SCHEDULE

STRIP OF THE LANDS IN RESPECT OF WHICH RIGHTS OF THE GRANTOR ARE RESTRICTED

As per second schedule of Deed A or B as appropriate.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

SIGNED AND DELIVERED

by the said ASSIGNOR

in the presence of:-

PRESENT when the Common Seal of the ELECTRICITY SUPPLY BOARD was affixed hereto:-

Annex 4

Deed D

**[Deed of Transfer from the Customer to ESB of Contestable Line and Wayleave
acquired by section 53 Notice]**

LAND REGISTRY

COUNTY

FOLIO

DEED dated made the day of 20

BETWEEN

- (1) _____ [of / a company incorporated in the State under register number having its registered office at] in the County of (hereinafter called “the Assignor” which expression shall where the context so admits or requires include his/her/its executors administrators heirs and assigns / successors and assigns) of the First Part; and
- (2) the ELECTRICITY SUPPLY BOARD a Statutory Corporation having its principal office at Lower Fitzwilliam Street in the City of Dublin (hereinafter called “the Board” which expression shall where the context so admits or requires include its successors and assigns) of the Second Part.

RECTALS:-

- A. In the Electricity (Supply) Act, 1927 as amended (hereinafter called “the Act of 1927”) and in these presents the expression “electric line” wherever it occurs shall be construed and have effect and be deemed always to have had effect as meaning a wire or wires, conductor, or other means used for the purpose of conveying, transmitting, or distributing electricity and as including any transforming or other apparatus connected with any such wire or wires, conductor, or other means, and as including also any easing, coating, covering, tube, pipe, or insulator surrounding any such wire or wires, conductor, or other means or any such apparatus, and as including also any post, pole, stay, erection, or structure supporting any one or more of the things hereinbefore mentioned.
- B. Under and by virtue of Section 53 of the Act of 1927 the Board and any authorised undertaker is entitled to place any electric line above or below ground across any land not being a street, road, railway, or tramway and to attach to any wall, house, or other building any bracket or other fixture required for the carrying or support of an electric line or any electrical apparatus.
- C. The Assignor is the holder of an authorisation within the meaning of Section 49 of the Electricity Regulation Act, 1999 and by virtue of the consent of the Commission for Energy Regulation (hereinafter called “the Commission”) given under the aforesaid Section 49 the Assignor became authorised to exercise the powers of the Board under the aforesaid Section 53 of the Act of 1927.
- D. The Assignor was authorised to place an electric line over the lands comprised in Folio of the Register of Freeholders of the County of (hereinafter called “the Lands”).
- E. In the exercise by the Assignor of the powers conferred upon it under the aforesaid Section 53, by notice dated the Assignor became entitled to place an electric line on, over or under the Lands and to enter upon the Lands for the purposes

contemplated by the aforesaid Section 53 and thereby acquired rights in respect of the Lands which are referred to hereinafter as “the Wayleave”.

- F. In the exercise of the powers aforesaid and pursuant to the Wayleave the Assignor placed an electric line on over or under the Lands as shown with a line on the map annexed hereto [together with associated posts pillars pylons steel masts wooden structures and other equipment and installations to carry wires cables or other things necessary for the transmission of electricity more particularly described in the Schedule hereto] (hereinafter called “the Line”).
- G. [The Wayleave was registered as [a burden / burdens] on the said Folio of the Register of Freeholders of the County of and the Assignor is the registered owner of the said burden[s].]
- H. The Assignor has agreed with the Board for and the Commission has authorised the transfer and assignment by the Assignor to the Board of the Line together with the Wayleave on the terms hereinafter appearing.

NOW THIS DEED WITNESSES as follows:-

In pursuance of the said Agreement and in consideration of the sum of euro (€) now paid by the Board to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor, as beneficial owner, HEREBY TRANSFERS to the Board the Line and further as registered owner and as beneficial owner TRANSFERS ASSIGNS GRANTS AND CONVEYS unto the Board its successors and assigns all its full right title interest privilege and licence of whatever kind in over and in respect of the Lands and including the Wayleave.

IT IS HEREBY CERTIFIED that section 29 (conveyance on sale combined with building agreement for dwelling house/apartment) of the Stamp Duties Consolidation Act, 1999, does not apply to this instrument as it does not effect a sale or lease of land.

IT IS HEREBY FURTHER CERTIFIED that the consideration (other than rent) for the sale/lease is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to property which is not residential property exceeds €10,000 / €20,000 / €30,000 / €40,000 / €70,000 / €80,000.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

SIGNED AND DELIVERED

by the said ASSIGNOR

in the presence of:-

PRESENT when the Common Seal of the ELECTRICITY SUPPLY BOARD was affixed hereto:-

ANNEX 5

STANDARD TEMPLATE DEED

LAND REGISTRY

COUNTY _____

FOLIO (PART) _____

TRANSFER dated the _____ day of _____ 20____

_____ of _____ [a Limited Liability Company having its registered office at _____ in the County of _____ (hereinafter called "the Vendor") the registered owner in consideration of the sum of _____ (€ _____) (the receipt of which is hereby acknowledged), as beneficial owner, hereby **TRANSFERS** the property described in the First Schedule hereto (hereinafter called "the Scheduled Property") being part of the property described in Folio _____ of the Register County _____ **TOGETHER WITH** the easements rights and privileges specified in the Second Schedule hereto to the **ELECTRICITY SUPPLY BOARD** (hereinafter called "the Purchaser") in fee simple.

THE VENDOR HEREBY ASSENTS to the registration of the easements rights and privileges specified in the Second Schedule hereto as burdens on the property described in Folio _____, County _____.

The address of the Purchaser in the State for the service of notices and its description are:-

27, Lower Fitzwilliam Street, City of Dublin, Statutory Corporation.

IT IS HEREBY CERTIFIED that section 29 (conveyance on sale combined with building agreement for dwellinghouse/apartment) of the Stamp Duties Consolidation Act, 1999, does not apply to this instrument.

IT IS HEREBY FURTHER CERTIFIED that the consideration (other than rent) for the sale is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to property which is not residential property exceeds €10,000.

FIRST SCHEDULE

ALL THAT AND THOSE part of the lands of _____, Barony of _____, in the County of _____ containing _____ square metres or thereabouts metric measure being part of the property comprised in Folio _____ of the Register County _____, as more particularly delineated in red on the map annexed hereto.

SECOND SCHEDULE

Full right and liberty for the Purchaser, its successors and assigns, the owners of the property hereby transferred, and its and their servants, agents, invitees and licensees:

1. At all times and for all purposes on foot or with vehicles to go pass and repass over and along a passageway [coloured yellow on the map attached hereto **OR** of ten feet minimum width from the Scheduled Property to the public roadway (delete as appropriate)].
2. To have all the necessary facilities to lay, relay, maintain and keep in repair and to have access to the underground cables, ducts and overhead lines now or at any time from the date hereof leading to and from the Scheduled Property making good any damage caused.

[If no right of way required delete above and insert only the following in the Second Schedule:

Full right and liberty for the Purchaser, its successors and assigns, the owners of the property hereby transferred, and its and their servants, agents, invitees and licensees to have all the necessary facilities to lay, relay, maintain and keep in repair and to have access to the underground cables, ducts and overhead lines now or at any time from the date hereof leading to and from the Scheduled Property making good any damage caused.]

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents the day and year first herein written.

SIGNED AND DELIVERED

by the **VENDOR**

in the presence of :-

or

PRESENT when the Common Seal of
the **VENDOR**
was affixed hereto:-

PRESENT when the Common Seal of
the **PURCHASER**
was affixed hereto:-



[REDACTED] [REDACTED]

Dated the _____ day of _____ 20

TO

ELECTRICITY SUPPLY BOARD

TRANSFER



,
Solicitor,
Electricity Supply Board,
Lower Fitzwilliam Street,
DUBLIN 2.

Reference: _____



SCHEDULE 13

Interface Undertaking

The Customer agrees as a counterparty to the Agreement to give and maintain, on its own behalf and on behalf of their officers, employees, agents and contractors, throughout the term of the Agreement and surviving its termination, the following undertaking (“Interface Undertaking”) in favour of the Company in relation to the Customer’s connection to the Transmission System;

1. The Customer agrees to comply with the technical requirements for connection to the Transmission System set out in the Connection Agreement and to install protection equipment as required by the Company to protect its facility from faults on the Distribution System.
2. The Customer agrees that DSO is permitted to take any steps it is authorised to take under law, including, without limitation, by its’ licence or the Distribution Code and the Customer agrees not to make any claims against DSO in connection with such steps.
3. The Customer agrees to permit the Company to give DSO information about the Customer’s connection to the Transmission System reasonably required by DSO to fulfill its obligations under its licence and the Distribution Code.
4. In the event that the Customer is unable to notify the Company, the Customer hereby consents to the Company notifying DSO promptly of any fault or other unusual circumstance that it discovers in relation to the Distribution System in connection with the Company’s connection.
5. The Customer shall ensure that the public liability insurance procured and maintained by it in accordance with its Connection Agreement with the Company extends to damage suffered by DSO and its officers, employees, agents and contractors.
6. The Customer agrees that except in the case of claims in respect of death and personal injury, and to the extent permitted by law, not to make, and to waive its rights now and for the future in respect of, any claim against the DSO or any of its directors, officers, employees, agents, distribution connected customers or contractors for any loss, damage, cost, claim, demand, suit, liability, fine, penalty or expense, whether based in contract, tort, breach of duty or on any other grounds, in connection with the Customer’s connection to the Transmission System or the DSO’s operation of the Distribution System except for any such claim that it is entitled to make against the DSO as set out in paragraph 7 below and subject always to paragraph 8 below.
7. The Customer agrees that, except in the case of claims in respect of death and personal injury and other liability that cannot, by law, be excluded or limited, and without prejudice to paragraph 6 above and paragraph 8 below or to any right of indemnity in the Connection Agreement, not to make any claim against DSO arising from any act or omission of DSO or its officers, agents, employees, distribution connected customers or contractors in respect of any loss, damage, claim, liability, cost or expense in respect of:

- a) physical damage being occasioned to the property of the Customer, its officers, employees or agents; or
- b) the liability of the Customer to any other person for loss in respect of physical damage cause directly to the property of such other person; or
- c) the disconnection or de-energisation of the Customer's connection in circumstances permitted under the Connection Agreement; or
- d) negligence or breach of statutory duty on the part of or of any of its officers, employees, agents, or contractors; or
- e) any other matter connected with the Customer's connection to the Transmission System and/or related to the operation by the DSO of the Distribution System or with the Connection Agreement

for an amount in respect of any one event in excess of the Connection Liability Amount and further, for an amount in respect of all events during the term of the Connection Agreement in excess of the Connection Liability Cap.

8. The Customer agrees that, except in the case of claims in respect of death or personal injury and without prejudice to paragraphs 6 and 7 above to any rights of indemnity in the Agreement, not to make any claim against DSO or its directors, officers, employees, contractors, distribution connected customers or agents for, and to waive its rights now and for the future in respect of, any:
- a) indirect or consequential loss, punitive, special, exemplary or incidental damages;
 - b) loss of profit, loss of use, loss of contract, loss of goodwill or loss of revenue;
 - c) loss resulting from liability of the Customer to any other person howsoever and whensoever arising save as expressly provided in 7(b) above,

regardless of whether suffered by the Customer or not and regardless of whether such a claim is based on contract, warranty, tort (including negligence), breach of duty, strict liability or any other legal or equitable principle.

IN WITNESS WHEREOF the Company and the Customer have caused this Interface Undertaking to be executed on date above first herein written.

Signed for and on behalf of EirGrid plc:-

Signed by:
Michael Mahon
370E39F11D8E4A4...

EIRGRID PLC

Print Company Signatory Name in Block Capitals: Michael Mahon

DocuSigned by:
JAMES MOLONEY
B2777BAC707125D1

AMAZON DATA SERVICES IRELAND LIMITED

Print Customer Signatory Name in Block Capitals: JAMES MOLONEY

